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The Solicitors' Journal and Reporter.

LONDON, APRIL 2, 1887.

CURRENT TOPICS.

THE COURTS rise for the Easter Vacation on Wednesday, the 6th inst., and sit again on the 19th. The offices of the Supreme Court will be closed on Friday and Saturday, the 8th and 9th, and on Monday and Tuesday, the 11th and 12th insts., but will be open on all other week-days during the recess.

WE ARE INFORMED that a new system of ventilation is in course of being introduced into the Royal Courts, and there are certainly strong symptoms of some disturbing influence at work. In some of the courts showers of dust fall at intervals covering books and papers with a thickly-spread deposit. Perhaps when all this legal dust has been blown away the benefits of the new system may become apparent.

THE INFORMAL INVITATIONS to the country members of the Incorporated Law Society to attend the Jubilee Festivities were issued last week, and it may be anticipated that the acceptances will be very numerous. The entertainments include, as already mentioned in these columns, a dinner, ball, and theatrical representations at one or more of the London theatres. These are the only attractions officially recognized, but it so happens that the period selected for the festivities is the Ascot week. This is one of those very strange and unaccountable coincidences which do sometimes occur. We feel assured that neither the Council of the Incorporated Law Society nor the Grand Committee can have taken official cognizance of this event, but we think it very likely that many of their guests will bear it in mind.

THE IMPERIAL INSTITUTE appeal has been duly sent to the members of the bar by or on behalf of the Attorney-General, and a committee of leading counsel has been formed "to promote the success of the Imperial Institute," which expression, we suppose, being interpreted, means to consider how contributions can best be raised. We venture to offer a suggestion to the learned gentlemen whose names appear on this committee. Let them each devote a day's earnings to the object they so earnestly desire to "promote." Fix upon a day, which should be about the commencement of the next sittings, and should not be a Saturday, and let certain energetic juniors be detailed to sit in the vestibule of the chambers of the learned members of the committee and collect, for the benefit of the Institute, in neat boxes labelled "Disengagement Day," all the fees paid during that day. The result would in all probability be so extremely satisfactory as to render it quite unnecessary for the other members of the bar to put their hands in their pockets.

A CROSS-EXAMINING COUNSEL asked a witness in a case before Mr. Justice CHITTY some little time ago, whether it was possible that he (the witness) could have signed a deed without first reading it through. The learned judge said it was by no means a matter of course that a man read every deed through before he

executed it, even if the person executing happened to be a lawyer, and therefore presumably acquainted with the language and effect of legal instruments. He mentioned the late Lord Justice KNIGHT BRUCE as an instance of a lawyer who frequently executed deeds which he did not previously read through. It appears that the Lord Justice openly stated that such was his practice. Though at first sight it looks a little strange that a lawyer should affix his name to a document without acquainting himself with its contents, it must be remembered that in the great majority of cases deeds are executed in the presence of solicitors whose duty it is to protect the interests of their clients and to state and explain to them the purport and effect of the deeds, and no doubt the learned Lord Justice appreciated better than a layman the responsibility of his solicitors.

A SINGULAR CASE has been decided this week affecting the relations between the Treasury and a local solicitor employed by the Director of Public Prosecutions. These are governed by the regulations under the Prosecution of Offences Act, 1879 and 1884, published last year (30 SOLICITORS' JOURNAL, 324), by clause 9 of which it is provided that "The Director of Public Prosecutions may employ any solicitor to act as his agent in the conduct of a prosecution, and, after examination of the costs and charges of such agent, shall certify the amount which he finds to be reasonable and proper to be paid." In the case in question (*Re Parkinson: In the Matter of a Prosecution by the Treasury, Reg. v. Gershon*), the facts, as stated in the report, were that a firm of local solicitors was employed to prosecute for a felony and for a misdemeanor under the Debtors Act. In the result the charge of felony was given up, the defendant pleaded guilty to the misdemeanor, and an arrangement was made by which he was to pay £80 to his creditors, and £198 to the solicitors for costs, and was not to be called up for judgment. The costs as against the Treasury were taxed at £101. The question arose as to the surplus. The local solicitors were naturally willing to give the Treasury credit for £101, but claimed to retain the difference, alleging that various expenses, including the payment of witnesses, would have to come out of it. The Treasury relied upon the fact of agency; they had, indeed, nothing to pay under the rule, but, none the less, they contended that the relation of agency, being once constituted, existed for all purposes. Hence it was argued that the local solicitors were bound to account for all money received, and to hand over the balance, after they had been properly remunerated, to their principal, the Treasury. It appeared that no objection would be made to paying any costs properly incurred over and above the taxed costs. These would include the expenses of witnesses, who, it seemed, were usually paid by the local authorities; and possibly the solicitors would be entitled to claim for services in connection with the arrangement with the creditors. The court, in giving judgment for the payment over of the surplus, seemed to be largely influenced by the nature of the transaction, and by the assumed danger of leaving the local solicitor without control in such matters. But, apart from this, it would appear (assuming that all the facts are disclosed in the report) quite sufficient to rest the matter upon the fact of agency.

THERE IS A recent decision of Mr. Justice CHITTY's in *Re Countess of Dudley's and London and North-Western Railway Co.'s Contract* (ante, p. 317) which suggests and illustrates more omissions and oversights in the Settled Land Act, 1882. The point raised for decision was shortly this: When guardians have been appointed under section 60 to exercise the powers of the Act on behalf of an infant tenant for life, there being no trustees of the settlement, is it necessary also to appoint trustees for the purpose of receiving notice under section 45? Mr. Justice CHITTY decided that the appointment of trustees was not necessary. He said that if there had been trustees of the settlement for the purposes of the Act it would clearly have been unnecessary to appoint trustees for the purpose of receiving notice. In that case, of course, the trustees would have been the persons to exercise the powers of a tenant for life on behalf of the infant, and it would have been superfluous for them to give notice to themselves. So far so good. It appears reasonable to suppose that the framers of the Act may have thought the class of persons who are intrusted with the important functions of trustees for the purposes of the Act might be safely

allowed to exercise the double powers of tenant for life and trustees for the purposes of the Act in cases of infancy. But these considerations do not seem to apply so strongly to the case of guardians. His lordship thought he had power to dispense with the appointment of trustees under the concluding words of section 60, which says that the powers of a tenant for life may be exercised on behalf of the infant by the trustees of the settlement, and if there are none, then by such person and in such manner as the court, on the application of the guardian or of a next friend of the infant, "either generally or in a particular instance orders." But it is submitted that those words only mean what they say—namely, that the court may either give the guardians a general power to exercise the powers of a tenant for life on behalf of an infant, under which they could sell the whole estate, or (as in the case now under consideration) power to sell a portion of the estate in a particular case. Section 60 occurs in that portion of the Settled Land Act which deals with "limited owners generally" (Part XIII.). When information respecting the trustees of the settlement is sought, recourse must be had to another part of the Act—namely, Part X., which is headed "Trustees"; and it seems that all section 60 does is to say who is to exercise the powers of the tenant for life, leaving questions of the appointment and duties of trustees to another part of the Act. It is improbable that the recent case will go further, but it is extremely probable that a similar application will come before the Court of Appeal, when an interesting discussion may be expected.

THE SALVATION ARMY gained a triumph in the recent case of *Allen, Appellant v. Munro, Respondent* (W. N., 1887, p. 116). The Municipal Corporation Acts of 1835 and 1882 (Act of 1835, s. 90; Act of 1882, s. 23) provide that town councils "may from time to time make such bye-laws as to them shall seem meet for the good rule and government" of a borough, "and for the prevention and suppression of nuisances not already punishable in a summary manner by virtue of any Act in force throughout the borough." Under the Act of 1835 the town council of Ryde had made a bye-law imposing a penalty upon any person "who should sound or play upon any musical or noisy instrument, or who should sing, recite, or preach, in any street, without having previously obtained a licence from the mayor." A member of the Salvation Army having been convicted for a breach of this bye-law, the court (MATHEW and CAVE, JJ.) has quashed the conviction, on the ground that the bye-law was unreasonable and *ultra vires*, and, further, on the ground that it gave an absolute discretion to the mayor to grant or withhold the licence. The decision seems to be correct. It had already been held in *Johnson v. Mayor of Croydon* (16 Q. B. D. 708) that a bye-law under section 23 of the Act of 1882, that no person (not being a member of her Majesty's Army acting in discharge of his duty) should sound music in a street on Sunday, was unreasonable and *ultra vires*, and the reason of that judgment—that the playing of music, though it may be, is not necessarily, a nuisance—is applicable to this case also. If municipal authorities wish to put down the Salvation Army music, they must either obtain the consent of the Legislature to a special enactment framed to meet the case, or themselves frame a bye-law making the playing of music to an excessive degree punishable: see *Reg. v. Powell*, cited in *Johnson v. Mayor of Croydon* (*ubi sup.*), for an instance of such a bye-law being upheld.

THE MARRIED WOMEN'S PROPERTY ACT, 1882, purports to place married women in a position of complete freedom so far as their property is concerned. It may frequently happen, however, that this freedom will not be found to exist in fact, and it has been stated by Mr. Justice KREWECH this week, in the case of *Haywood v. Whitaker*, that the law will make due allowance for such cases. Thus, in considering the question of undue influence, there may be circumstances to be regarded in favour of a married woman which would be quite immaterial in the case of a man. It appears to have been laid down therefore that, although the court would not assume that she was otherwise than a free agent, yet it would require less evidence to show influence on the part of her husband than on that of any other person. In the case in question the wife stated that she had been induced to make a transfer of bank shares by a threat to prosecute her husband for a felony. Thus the undue influence was founded upon her affection for her

husband, and was not exerted by him directly. But where there is such a threat, and where the person threatened knows that there is a moral certainty of conviction, it has been already settled that the law will grant relief in other cases, as in that of father and son: *Williams v. Bayley* (1 E. & I. App. 200). Unless, then, we can conclude from Mr. Justice KREWECH's judgment that in the case of husband and wife the law would go further, and would dispense with the necessity for a moral certainty of conviction, the above remarks do not seem applicable to the case. The judgment, however, is not quite clear, though the decision would apparently have been in the wife's favour could she have proved that there was merely a promise to let her husband go if the shares were transferred, but, if not, then to prosecute him. As a matter of fact, it appeared that she had been specially told by her solicitor that her husband was not liable to a criminal charge, and that in spite of this she made a voluntary offer to execute the transfer. As her husband's creditor thus got a chance of having his debt paid, he naturally accepted it. It still remains, then, to be decided whether the law will extend special consideration to a married woman, not only in case of undue influence by her husband directly, but also where the undue influence is founded upon her affection for him.

SIR H. SELWYN-IBBETSON'S Bill to amend the Lodgers' Goods Protection Act, 1871, is a measure of considerable practical importance, and, judging from a petition to the House of Commons which we printed last week, there appear to be substantial grounds for its proposals. It is stated in that petition to be a common practice for unscrupulous tenants to live on the rents which they receive from their lodgers, and not to pay their own rent for the houses which they sub-let to such lodgers, leaving the landlord to obtain his money by action as best he can, his remedy by distress being barred by the fact that the lodgers' rents are regularly collected weekly by the tenant, coupled with the adoption by them of the well-known procedure of the Act of 1871. To remedy this, the Bill provides that "nothing in the said Act [of 1871] shall prevent" the superior landlord from proceeding with a distress upon the goods of a lodger for arrears of rent "due to such superior landlord by his immediate tenant," to the extent of the rent due by the lodger to such immediate tenant, after the lodger has received notice of the superior landlord's claim. There are provisions that the lodger "shall pay" to the superior landlord the rent due to the immediate landlord, and "shall pay" future rent in like manner, until the claim of the superior landlord as stated in the notice shall be discharged. A further clause protects the lodger from a double distress by the severe provision that an immediate landlord distraining upon a lodger after notice "shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be liable to a fine not exceeding" double the amount of the rent distrained for, or, in default of payment, to not more than one month's imprisonment. The lodger is also enabled to apply to a magistrate for an order for restoration to him of the goods distrained. The Bill is rather clumsily worded, but we think its proposals are just. For the meane landlord, taking everything from his sub-tenants and paying nothing to his superior landlord, no advocacy is needed. The question is, Will the lodger, who is not in fault at all, be put in any worse position than he was? Legally, it seems not; all that he will have to undergo will be that his goods may be distrained upon by A. instead of by B. In fact, his position will be slightly bettered, for under the present law he may be distrained upon by both, by A. for the head rent until he has made the declaration under the Act, and by B. for his own rent. The Bill displaces B. altogether for a time. Add to this that the landlord cannot give the notice until he has, assuming the meane landlord's insolvency, lost one whole quarter's or half-year's rent—for no superior landlord reserves a weekly rent—while the meane landlord may have fraudulently pocketed a corresponding amount of weekly payments and absconded. We think it will be found that the landlord comes before Parliament with a fairly just claim which will relieve a substantial grievance and damage nobody but a fraudulent scoundrel. It is greatly to be desired, however, that the Bill should be more clearly expressed. The rights of the superior landlord, for instance, should be positively, and not negatively, conferred.

LORD BRAMWELL'S MOTION in the House of Lords on Monday last that the South-Eastern Railway Co. be heard by counsel against the Railway and Canal Traffic Bill (which motion excited some laughter from the noble and learned lord terming the company his "clients"), was negatived without a division, Lord STANLEY of Preston observing that the company could not hope to be represented better in the House than they already were by Lord BRAMWELL. There is no doubt that modern practice is against allowing counsel to be heard on public Bills, although from the precedents given by Lord BROUGHAM in moving that counsel be heard against the Australian Colonies Bill in 1850—which motion was defeated by a majority of eight—the general rule (see May's Parl. Pr., 9th ed., p. 551) that "a public Bill, being of national interest, should be debated in Parliament upon the grounds of public expediency" has been not unfrequently relaxed, so as to admit counsel to appear for parties "whose interests, as distinct from the general interests of the country, have been directly affected" by a Bill. Thus, in 1810, certain barley growers were heard against a Bill to prohibit distillation from grain, and in 1833 counsel were allowed to appear against the Municipal Corporations Bill. Many other instances of a relaxation of the rule are stated by Lord BROUGHAM and in May's Practice, but we can find no instance of a railway company being heard, though there is a precedent pointing slightly against such a thing—that of the General Turnpike Bill, on which were heard, not the receivers, but the payers of the tolls, "the owners of horses, wagons, and carts."

An Act which was passed nearly twenty-eight years ago was, as to one of its two principal provisions, brought into operation for the first time before Mr. Justice CHITTY on Wednesday last. The 22 & 23 Vict. c. 63, entitled "An Act to afford facilities for the more certain ascertainment of the law administered in one part of her Majesty's dominions when pleaded in the courts of another part thereof," appears to have practical operation mainly in the solution of variations between the laws of England and those of Scotland. There have been several instances in which the courts in England have remitted questions governed by Scotch law to be settled in the Court of Session, notably *Lord v. Colvin* (8 W. R. 201) and *Topham v. Duke of Portland* (1 D. J. S. 578, 580); but the case of *Es parte Spro* appears to be the only occasion on which an English court has settled a question of English law for the benefit of the Court of Session. One similar application is recorded, but in that case—*Re Brodie and Johnson* (30 Beav. 129)—the Master of the Rolls declined to give an opinion, on the ground that he had no jurisdiction, the law of both countries being the same on the point in question.

THE NEW LAND TRANSFER BILL.

THE measure which has been so anxiously looked for was explained by the Lord Chancellor on Thursday evening, and many of our readers may be surprised to find that after all it is, as regards registration, only an amendment of the Land Transfer Act of 1875. The amendments are, it is true, extremely important, but the new scheme is built up on the ruins of Lord Cairns' project. It supplies the compulsion which the author of the plan of 1875 came ultimately to see was essential to the success of any mode of registration of title, but supplies it only to this limited extent—that it does not arise until change of ownership. It also aims at diminishing the cost of registration, which constituted the obstacle to such compulsion. It appears to proceed, to a certain extent, on the scheme for registration without official examination of title propounded by Sir H. Davey; but it provides a novel means of rapid conversion of possessory or qualified into absolute titles. It also proposes a mode of settling the much-mooted question of boundaries of registered land; and, lastly, proposes to establish a land insurance fund.

But the Bill does much more than provide for the compulsory registration of title; it contemplates two most drastic alterations of real property law, both of which have been recently fully discussed in this journal.

Time will not allow us this week to do more than state, as briefly as we can, what we understand to be the proposals of this

most important Bill, leaving for future occasions the discussion of the question of the effect of its proposals.

I.—AS TO REGISTRATION OF TITLE.

Machinery for registration.—A Land Transfer Board is to be established, consisting of a Registrar-General, a Chief Examiner of Titles, and an Assistant-Registrar. The present Office of Land Registry will no doubt be merged in the new board, and the existing staff transferred to it. The principal office of the board is to be in London, but there are to be branch offices at such places in England as may be specified by Orders in Council. It seems probable that the district registries of the High Court will be selected as branch offices. The principal office in London, and each of the branch offices, will have a Land Transfer District attached to it. The idea is apparently to establish gradually so many branch offices that in each district there shall be a local office and a local register. It is to be presumed that upon the establishment of a land transfer district including the whole district of any of the existing local registries of deeds, such local registry will be closed.

Compulsory registration of title.—After an Order in Council has been issued declaring that the registration of the transfer of land in any land transfer district is to be compulsory, a somewhat novel species of compulsion is to come into force. It is only to apply on change of ownership; but if the owner of any freehold land conveys the fee simple, or the owner of any leasehold land assigns his whole interest without registration after registration has been declared to be compulsory, the conveyance or assignment is to operate only as a contract, and not to transfer the legal estate, or confer any right in respect of the land, except the right of enforcing the contract; and, as we understand, the costs of the conveyance or assignment will not be allowed on taxation. And a person succeeding under a will or intestacy to the fee simple or whole interest, or a life estate, in freehold or leasehold land is to be incapable of taking any benefit from, or exercising or creating any legal rights in, the land, until after registration.

Mode of registration.—This remains on the basis provided by the Land Transfer Act, 1875—that is to say, registration may be either with an absolute or a qualified or possessory title; but several important novelties are introduced. The first is that leasehold land may be registered with a possessory title only. The second is a provision enabling any person registered with a possessory or qualified title to apply to the board for the confirmation of his title as an absolute title after the expiration of five years from the date of such application. The application is to be accompanied with an affidavit in a prescribed form as to the title, and by the deposit of a sum for expenses. Notice in a prescribed form, and containing prescribed particulars, will then be advertised in such manner as the board may direct, and will be served on every registered incumbrancer or cautioner. Within the five years any person desirous of shewing cause against the confirmation of a title may petition the board, and on receipt of the petition the board are to inquire into the matters alleged, and are not to make the entry applied for until they are satisfied that the cause shewn against it is not sufficient. The taxed costs incurred by the petitioner are to be borne by the applicant for confirmation unless the board deems the petition to have been presented without reasonable ground. When the five years have expired without any sufficient cause having been shewn against confirmation of the title, the applicant may make a final application to the board for confirmation of his title, this application also being supported by affidavit; and the board are thereupon to make an entry in the register confirming the title of the applicant. The effect of this entry will be to make the title confirmed as absolute as if the proprietor had been registered with an absolute title on the day on which the first application to confirm his title was made, but, if by reason of such confirmation any person is deprived of any interest in the land, the registered proprietor is to be liable to pay compensation for the same. An appeal is given to the High Court against any decision of the board with regard to the confirmation of a title.

The third novelty is a provision on similar lines relating to ascertaining the boundaries of registered land. The registered proprietor may apply to the board in a like manner to that above described for an entry, after five years, on the register that the description of the land therein contained shall be conclusive as to the boundaries; and the subsequent proceedings as regards objections

and confirmation will, we presume, be generally similar. It may no doubt, however, be assumed that special provision will be made for the contents of the affidavit accompanying the application and for the petition shewing cause against the entry. After the entry has been made, the description of the boundaries entered in the register is to be conclusive, but the proprietor is to be liable to pay compensation to any person thereby deprived of any interest in the land.

The fourth novelty is the establishment of an insurance fund for providing compensation for loss sustained by any person in respect of registered land arising from forgery, fraud, or error. The plan of a guarantee fund adopted in the Australasian Colonies was described in our columns a year ago (30 SOLICITORS' JOURNAL, 316), and it was stated that, the contribution being one halfpenny in the pound on the value of the property registered, the various funds amounted in 1881 to about £200,000, while the total payments for compensation had only amounted to £2,504. It is understood that Lord Halsbury's proposals include an elaborate scheme for the application of the insurance fund and for the regulation of the insurance fees by which it is to be provided. It is believed that the fees intended to be charged are, generally speaking, a farthing or a halfpenny in the pound, according to the circumstances. The High Court is enabled to either order compensation to be paid out of the insurance fund to any person deprived of any registered land by forgery, fraud, or error, or to order that the land be restored to him and that the person losing the land shall receive compensation out of the fund.

It is presumed that provision will be made for subsidiary registers in which there may be registered public rights affecting registered land, incumbrances, restrictive covenants, &c.

As the system of compulsory registration of title involves the ultimate disuse of deeds of conveyance and mortgage, it will, of course, be necessary to provide that every registered charge on registered land, and every registered transfer of registered land, or of a registered charge on land, shall have effect as a conveyance by deed, so as to make the implied powers and provisions in the Conveyancing Acts apply. Priority will, no doubt, also be expressly given to a registered charge for value created on registered land over any charge not previously registered. A special provision is, we believe, proposed with a view to the difficulty which was so widely felt under the similar provision in the Yorkshire Registries Act, in connection with mortgages to bankers to secure current accounts.

II.—ALTERATIONS IN THE LAW.

Succession to real estate on intestacy.—It is proposed that, on the death of a person intestate as to real estate, his real estate shall be administered by his personal representatives in the same manner as if it were personal estate. The husband, however, is only to take a life interest in his wife's realty, and the wife is to take a life interest in her husband's realty. It follows, of course, that all general or customary modes of descent, tenancy by curtesy, dower, and free-bench are to be swept away.

As to estates tail.—It is proposed that the estate of any tenant in tail of full age, and able, without the consent of any other person, to bar the entail, shall be enlarged into a fee simple absolute, in like manner as if he had executed a disentailing deed. Estates tail are not to be created in future, the expressions which at present create such estates operating after the passing of the Bill to create an estate in fee simple absolute.

In the House of Commons on the 24th ult. Mr. Addison asked the Secretary of State for the Home Department whether his attention had been called to the great waste of judicial time, the undue protraction of the assizes in populous places, and the heavy expenses thrown upon the country by a practice introduced of recent years, whereby the judges of assize tried prisoners committed by the magistrates to take their trial at quarter or adjourned sessions of the peace; whether he was aware that the ancient form of the Commission of Assize for the county of Lancaster was altered a few years ago to enable this change to be effected, and that grand juries in Lancashire had made presentments against the new system; and whether her Majesty's Government were prepared, by legislation or otherwise, to procure that prisoners committed to take their trial at quarter or adjourned sessions of the peace should (unless otherwise specially ordered) be tried there and not elsewhere. Mr. Matthews said that the whole of that subject, including not only the times and places of holding the assizes, but also the times for holding quarter sessions, had been for some time under the consideration of a committee of the judges at the request of the Lord Chancellor. Their report was expected soon, and it would receive the immediate attention of the Government.

APPLICABILITY OF THE LANDS CLAUSES ACT.

(*Re Mills' Estate*, 35 W. R. 65, 34 Ch. D. 24.)

THE disagreement expressed in this case by the Lords Justices in one branch of the Court of Appeal with the strong remarks made by the Master of the Rolls in *Re Wood's Estate* (34 W. R. 375, 31 Ch. D. 607) respecting Lord Westbury's decision in *Re Cherry's Settled Estates* (10 W. R. 305, 4 D. F. & J. 332), seems to justify giving some consideration to that case.

Re Cherry's Settled Estates, with which, as far as the present subject is concerned, *Re Mills' Estate* is identical, arose upon the construction of 9 & 10 Vict. c. 34 in connection with 3 & 4 Vict. c. 87, the general question being whether the Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18), was incorporated with the Act of 9 & 10 Vict., and the particular point was whether the Commissioners of Woods, &c., who were the commissioners for executing the Act, were liable to pay the costs of an order for payment of money out of court to a party absolutely entitled, the Commissioners' Acts (3 & 4 Vict. and 9 & 10 Vict.) not providing for payment of those costs, though they provided for payment of some expenses. To make the case clear it is necessary to state shortly the enactments of those Acts affecting the subject.

9 & 10 Vict. c. 34, an Act enabling the Commissioners of Woods to construct a new street from Spitalfields to Shoreditch, by section 18 enacted "that, for the purpose of laying down and constructing the said intended new street, the said commissioners for executing this Act shall have such and the same powers, authorities, privileges, and exemptions as in and by 3 & 4 Vict. c. 87 are given to the Commissioners of her Majesty's Woods [&c.] for the purpose of or with reference to the laying down and constructing the several new streets and improvements therein specified, so far as the same shall be applicable to the said intended new street, and also that all powers authorizing incapacitated persons to convey in the said Act contained shall extend to all the lands and hereditaments to be taken under this Act; and that all and singular the enactments, exemptions from stamp duties, and provisions in the said last-mentioned Act contained shall extend and be construed in all respects as if the said last-mentioned Act had been passed for the purpose of authorizing the laying down and construction of the new street by this Act authorized to be laid down and constructed, and for the purchase and taking of hereditaments, and for the leasing, selling, managing, and disposing of the hereditaments to be taken and the buildings to be erected thereon, and as if the hereditaments comprised in the schedule to this Act had been comprised in the schedule to the said last-mentioned Act, and as if the moneys authorized to be raised by this Act had been authorized to be raised by the said last-mentioned Act, and as if the said street hereby authorized to be made had been by the said Act authorized to be made, except that," &c. This exception, in effect, provides for payment of moneys into the Court of Chancery, instead of into the Court of Exchequer.

3 & 4 Vict. c. 87, in section 49, provides that where, by reason of disability, &c., of persons entitled to property taken under the Act, the purchase-money is paid into court to be applied in the purchase of other property to be settled to the like uses, the court may order the expenses of purchases from time to time made to be paid by the commissioners. But there is no provision such as is made by section 80 of the Lands Clauses Act for payment of the costs of obtaining an order for payment out of court to persons absolutely entitled.

Re Cherry's Settled Estates came, in the first instance, before Kindersley, V.C. (10 W. R. 54), who, upon an application for payment out to a person absolutely entitled, decided that the commissioners were liable to pay the costs of the application, he holding that the provision for payment of such costs in the Lands Clauses Act was incorporated with the Act 9 & 10 Vict. c. 34. This decision was reversed by Lord Westbury, C., who, in his judgment, after quoting section 18 of 9 & 10 Vict. c. 34, is reported to have said, "Nothing could define more correctly that the Act is to be read as written on the Act of 3 & 4 Vict." He further explained, in *Re Westminster Estate of the Parish of St. Sepulchre* (12 W. R. 499, 4 D. J. & S. 232), the ground of his decision in *Re Cherry's Settled Estates*. He said, "The language of the Act 9 & 10 Vict. c. 34, which was in question in *Re Cherry's Settled Estates*, was such as to render transactions under it as though they had been transactions under the antecedent Act of 3 & 4 Vict., and to pass over the Lands Clauses Act altogether; and it followed that the provisions of that general Act could not affect such transactions."

The Master of the Rolls, in *Re Wood's Estate*, after quoting the above passage from the *St. Sepulchre's case*, said:—"That is, he read the new Act into the old Act, instead of reading the old Act into the new Act. That was the ground of his decision. . . . But I will say candidly that that explanation of *Re Cherry's Settled Estates* is far too refined for my comprehension. I think that if we had to decide that case now we should decide it directly contrary to

the way in which Lord Westbury decided it, and when I read his judgment in the *St. Sepulchre's case* I cannot help thinking that, if he had then had to decide *Re Cherry's Settled Estates* again, he would have decided it in exactly the contrary way," and he made some further remarks in the same direction. But in *Re Mills' Estate*, before the Court of Appeal, consisting of Cotton, Bowen, and Fry, L.JJ., the court not only refused to allow the question decided by Lord Westbury in *Re Cherry's Settled Estates* to be argued, but each of the Lords Justices expressed an opinion that the decision in that case was perfectly right.

In this division of judicial opinion we presume to offer some observations respecting *Re Cherry's Settled Estates*. It appears to us that Lord Westbury did not take sufficient account of the fact that, whatever was the language of section 18 of 9 & 10 Vict. with reference to the Act of 3 & 4 Vict., the making of the new street authorized by 9 & 10 Vict. was an undertaking falling within the terms of section 1 of the Lands Clauses Act, which enacts that that Act "shall apply to every undertaking authorized by any Act which shall hereafter be passed, and which shall authorize the purchase or taking of lands for such undertaking," or of this other fact, that, after giving the fullest effect to the words in the 18th section of 9 & 10 Vict., "as if the said last-mentioned Act had been passed for the purpose of authorizing the laying down and construction of the new street by this Act authorized," and other words of similar import, the previous words, "the enactments," &c., in 3 & 4 Vict. c. 87, "shall extend and be construed in all respects," are in their very nature necessarily prospective, and became operative from the passing of 9 & 10 Vict., and not from the passing of 3 & 4 Vict., so that the extended operation of the enactments in 3 & 4 Vict. took effect only from the passing of the later Act. These facts we think no one will deny, and if we "read the new Act into the old Act," we obviously do so by virtue of the new Act. Our own opinion distinctly is that the enactment in question, section 18, was not intended to have, and had not, any retrospective effect, but was the mode adopted by the draftsman for incorporating the provisions of the earlier with the later Act, and, as the result shewed, we think rather a clumsy one; for while in the earlier Act there was, as might be expected, a limit of time—viz., seven years—for effecting purchases under it (section 27) there was no limit of time expressed in the later Act, passed six years afterwards; and the question naturally arose, from the mode in which section 18 of 9 & 10 Vict. was framed, whether the limit of time contained in the earlier Act, seven years from the passing of that Act, which left only one year after the passing of 9 & 10 Vict., applied to purchases under that Act, and 13 & 14 Vict. c. 109 contains a declaratory enactment (section 6) that the time by the Act of the 9 & 10 Vict. limited for purchases should be deemed to be seven years from the passing of that Act. It seems likely that if the section in 13 & 14 Vict. c. 109 that we have mentioned had been brought to Lord Westbury's notice (which it probably was not) his lordship would not have formed the opinion that the effect ("language") of 9 & 10 Vict. was "such as to render transactions under it as though they had been transactions under the antecedent Act of 3 & 4 Vict."

From what we have said it will be seen that we think the views expressed by the Master of the Rolls as to the unsoundness of the decision in *Re Cherry's Settled Estates* were justified.

We have confined ourselves in the comments on Lord Westbury's decision to the question whether the applicability of the Lands Clauses Act was prevented by the terms in which section 18 of 9 & 10 Vict. referred to the Act of 3 & 4 Vict. We think it is apparent from the decision in *Re Wood's Estate* that this is the only question for consideration. That case was the same in all respects as *Re Cherry's Settled Estates*, except that *Re Wood's Estate* arose upon a different incorporating Act—namely, 18 & 19 Vict. c. 95—and that the incorporation of 3 & 4 Vict. c. 87 was in different terms from those of 9 & 10 Vict. c. 34, section 9 of the later Act enacting that (among other sections) sections 28 to 57 of 3 & 4 Vict. c. 87 "shall be deemed to be herein repeated," &c., the difference between the circumstances of the two cases being simply that between the mode of reference to the Act of 3 & 4 Vict. employed in 9 & 10 Vict. c. 34 and the mode of reference employed in 18 & 19 Vict. c. 95, and the Court of Appeal held in *Re Wood's Estate* that the enactment of 3 & 4 Vict. (section 49) did not exclude the application of the Lands Clauses Act, the court considering that the old Act (3 & 4 Vict.) was read into the new (18 & 19 Vict.), instead of the converse as held in *Re Cherry's Settled Estates*.

A recent incident in the courts: Learned but irritable judge to counsel: "Really, Mr. X., if you are ignorant of the very elements of law, I cannot teach you them!" Mr. X. (compassionately): "Just so, my lud, just so!"

The Prince of Wales has accepted the invitation of the benchers of the Inner Temple to dine with them on "grand day" in Easter Term, on the 4th of May.

CORRESPONDENCE.

THE MIDDLESEX REGISTRY.

[To the Editor of the Solicitors' Journal.]

Sir,—This is the age of reforms, and is it not time, in the interest of their clients, if not of themselves, that solicitors should endeavour to reform that venerable institution the Middlesex Registry? The late case of *Multon v. Lord Truro* (35 W. R. 138, 17 Q. B. D. 783) has drawn attention to the overcharges which have been made in the past for registration of memorials, and we now know what we may be legally required to pay, and that the amount can no longer be determined by the mere will of the registrar or his deputy. It is an open secret that the plaintiff in that case was backed by the moral support and influence of the Incorporated Law Society, and that, having minimized and settled the lawful scale of fees on registration, it is intended to raise by *mandamus* the vexed question whether the registry can compel London witnesses to attend at Great James-street personally to depose to the execution instead of by affidavit before a commissioner.

Might not the question of what are the legal fees payable on searches now also usefully receive some attention, and, if possible, a judicial determination?

No doubt it would be more satisfactory if the registry, as a whole, were reformed or abolished by Act of Parliament, and that the public who deal with land in Middlesex were thereby freed from the tax so much in excess of the necessity of the case which may, even under the powers of the Statute of Anne, be inflicted on them for the benefit of the sole surviving registrar and her Majesty's Treasury; but, though in the present Parliamentary deadlock there is no hope of this, may it not, nevertheless, be possible to obtain some help from the courts in settling what amounts may be legally charged for searches, and what assistance we are entitled to receive in return for our money?

The registry created by the Act of Anne is a public registry set up for the protection of purchasers, mortgagees, and others having dealings with land in Middlesex, and it was never surely intended to become a machine for turning out profits for individual registrars, or providing a fund in aid of the taxpayers of the kingdom at large; and if, after payment of the reasonable expenses, there is a surplus (and there is no doubt there is a handsome one), that surplus, if the fees which make it cannot be reduced, should surely be applied so as to make the machine more perfect for the use of those for whom it was intended.

The Act contains no express provision for the payment of the expenses of the registry, or the disposition of any surplus funds arising from fees, and the result has apparently been that successive registrars have looked upon it very much as a private property to be developed according to ordinary commercial principles.

The Act appointed four registrars, who were four officials of the respective courts of Chancery, Queen's Bench, Common Pleas, and Exchequer, and subsequently (see 25 Geo. 2, c. 4, 7 Will. 4 & 1 Vict. c. 30, and 5 & 6 Vict. c. 103) three of the registrars were to be appointed respectively by the Lord Chancellor and the Chief Justices of the Queen's Bench and Common Pleas, the remaining registrar being the Queen's Remembrancer. Later on this last-mentioned officer ceased to be a registrar (see 22 & 23 Vict. c. 31), but his share of the fees (presumably one-fourth) was still paid to him, and accounted for by him to the Consolidated Fund. By section 25 of the Judicature Act, 1881, the powers of the Chief Justice of the Common Pleas (and amongst them I presume the power of appointing one registrar) were transferred to the Lord Chief Justice of England. It would seem, therefore, that three registrars may still be appointed, one by the Lord Chancellor, and two by the Lord Chief Justice. The Lord Chief Justice, however, does not appear to have exercised his powers, and there is at present one registrar only.

The share of fees taken by the Queen's Remembrancer will be found in the finance accounts of the United Kingdom for the year ending the 31st of March, 1886, stated as £3,882 odd. Now this was apparently a fourth share, and the total net fees, after payment of expenses, would therefore be £15,528 odd, and the share of the present registrar £11,646, a very handsome return from what is practically a sinecure appointment. Mr. Maynell, a former registrar, in his evidence before the Land Transfer Commission in 1860, plaintively states that for a short time after his appointment he attended regularly at the registry, but found, and was told, that he was rather more in the way than useful, and that they did better in his absence.

If a general registry of title be hereafter established and the registry in Middlesex be abolished, with due compensation for vested interests, what a pleasing prospect this for the taxpayers at large, all growing out of a registry set up simply to protect from fraud purchasers, mortgagees, and others dealing with land in Middlesex and created out of the fees which they have paid.

Now, while, as I have shewn, those who deal with land in Middlesex provide so handsome an income to the officials of the registry, we all know how little the comfort and convenience of those who have to frequent it has been studied.

The Act of Anne (section 2) gave power to the Lord Chancellor and the Chief Justices of the Queen's Bench and Common Pleas and the Chief Baron of the Exchequer, or any three of them, to make rules for the government of the office of the registry. The powers of the Chief Justice of the Common Pleas and the Chief Baron of the Exchequer have been transferred to the Lord Chief Justice (see section 25 of Judicature Act, 1881), and the power, therefore, to make rules is apparently now vested in him and the Lord Chancellor. This power appears never to have been exercised.

The Act requires the officials to keep an alphabetical calendar of parishes, extra-parochial places, and townships within the county, with a reference to the number of every memorial. No such calendar is kept. Instead of this there is kept an index of grantors' names arranged alphabetically by the first letter only of the name, and this the officials call the "Parliamentary Index." The huge bulk of this index, without any sub-divisions of parishes, &c., renders a search therein a matter of very great labour and expenditure of time. Side by side with this so-called "Parliamentary Index" is kept what is called the "Lexicographic Index," which is an index of the names of grantors arranged lexicographically, and a search in this latter index takes much less labour and time, but the officials say it is private property, and claim the right to charge such fee for a search therein as they please, and even, if they like, to refuse to produce it at all.

The Act says that for every search there shall be paid a fee of "one shilling, and no more."

Practically, then, what the officials do is this: they keep what they call the "Parliamentary Index" in a form other than that the Act requires, and in so cumbersome a shape that a search therein is a matter of such great labour and expense as to make it almost prohibitory, and for a search in this they charge the statutory shilling, and, at the same time, they keep side by side with this a much better, though any thing but perfect, index (the "Lexicographic Index"), which they claim as their private property, and for a search wherein they charge 2s. 6d. Will this hold good if challenged in a court of law? I can hardly think so. What would be said if a similar proceeding were to take place at the Central Office, or at the Probate Registry, or any other public registry?

With the ample funds at their command, there is no reason why the officials should not make and keep very much more perfect indices or registers even than the "Lexicographic Index," and divided into divisions of parishes and otherwise so as to lessen the labour and time expended in searching, and that without any higher fee than one shilling being charged, and I contend that it is the duty of the registrar to see that this is done.

I maintain that no private indices or registers can be properly kept in the office of the Middlesex Registry, and that all and every the indices or registers now kept in the office (including the "Lexicographic Index") are public indices or registers and that the public have a right to make a search in all or any of them on payment of one shilling and no more.

There is a question no doubt as to what the Act means by a search. The officials contend (though not always) that it means a search in one name on one day, and that a separate fee must be paid for each separate name searched. I maintain that for one search fee a person is entitled to make a full search, no matter in how many names, so long as it is in one matter or transaction. I admit this is not clear, and it is one amongst many other matters which one would have thought would have been made clear by rules, such as the Act authorizes to be made, and which ought to be made and posted up in the office in order that all persons having business therein may know what may be demanded of them and required by them.

Surely, Sir, it is time that, either by bringing a case before the High Court or by appeal to the Lord Chancellor and Lord Chief Justice to exercise their powers under the Act, something were done to remedy the state of things I have endeavoured to point out. Cannot the Incorporated Law Society help us in this?

Spring-gardens, March 24.

GEO. P. JACKSON.

The following dates for the Spring Assizes have been fixed:—Western Circuit—Winchester, Saturday, April 23; Exeter, Monday, May 2; Taunton, Monday, May 9. North-Eastern Circuit—Newcastle, Wednesday, April 20; Durham, Saturday, April 23; Leeds, Friday, April 29. Northern Circuit—Carlisle, Wednesday, April 20; Manchester, Monday, April 25; and Liverpool, Saturday, May 7. South-Eastern Circuit—Ipswich, Tuesday, April 19; Cambridge, Tuesday, April 26; Hertford, Monday, May 2; Lewes, Saturday, May 7.

CASES OF THE WEEK.

IRWELL v. EDEN—C. A. No. 1, 30th March.

PRACTICE—JUDGMENT DEBTOR—APPLICATION TO EXAMINE "ANY OTHER PERSON" AS TO DEBTS OWING—R. S. C., 1883, XLII, 32.

The plaintiff had obtained judgment against the defendant for £1,227, and applied, under ord. 42, r. 32, for an order for the attendance of the manager of the defendant's business for the purpose of being examined as to what moneys were owing to the defendant, so that they might be attached to answer the judgment. Ord. 42, r. 32, provides that "where a judgment or order is for the recovery or payment of money, the party entitled to enforce it may apply to the court or a judge for an order that the debtor liable under such judgment or order, or in the case of a corporation that any officer thereof, be orally examined as to whether or what debts are owing to the debtor . . . ; and the court or judge may make an order for the attendance and the examination of such debtor or of any other person, and for the production of any books or documents." Field, J., at chambers, refused the application on the ground that there was no jurisdiction to make the order. The Divisional Court affirmed this decision, on the ground that the case was not one in which the power should be exercised; Deaman, J., however, being of opinion that the judge's view of the rule was right, Hawkins, J., being of a contrary opinion. The plaintiff appealed.

THE COURT (LORD ESHER, M.R., and BOWEN, L.J.), having taken time to consider its judgment, refused the application. They said that if the rule had stopped at the end of the first clause there would be no doubt that the judgment debtor alone, if an individual, or an officer of a corporation, if the judgment debtor were a corporation, could be ordered to be examined under the rule. Upon the last clause they had come to the conclusion that the words "any other person" did not include such a person as it was proposed to examine here. The words did not mean, where the judgment debtor was an individual, any other person besides the judgment debtor himself; they referred, where a corporation was a judgment debtor, to any one of its officers.—COUNSEL, Cock, Q.C., and W. S. Goddard. SOLICITOR, E. Hart Smith.

HAMILL v. LILLEY—C. A. No. 1, 30th March.

PRACTICE—APPEAL FROM COURT OF APPEAL TO HOUSE OF LORDS—STAY OF EXECUTION.

In this case, the plaintiff having obtained judgment in the Court of Appeal, the defendant applied and obtained from a master a stay of execution, pending an appeal to the House of Lords, which was affirmed by the judge at chambers. On appeal to the Divisional Court that court held that there was no authority in the master to grant the stay of execution, and accordingly dissolved it. The defendant now applied to the Court of Appeal by way of original motion.

THE COURT (LORD ESHER, M.R., BOWEN and FRY, L.J.J.) having taken time to consider the point, said that they had come to the conclusion, as a matter of practice, that where there was an appeal from the Court of Appeal to the House of Lords under any circumstances, whether the Court of Appeal had dismissed or allowed the appeal from the court below, if there was any proposition to stay execution the application should be made solely to the Court of Appeal, and not either to the master or to the court below. The application was then heard on the merits and dismissed.—COUNSEL, Henn Collins, Q.C., and Hindmarsh; Lumley Smith, Q.C., and Percy Gye. SOLICITORS, F. D. Simpson & Co.; G. S. & H. Brandon.

ELLIS v. STEWART—C. A. No. 2, 30th March.

APPEAL—SECURITY FOR COSTS—COSTS OF APPEAL ALREADY INCURRED—R. S. C., 1883, LVIII, 15.

This was an original motion by some of the defendants, asking that the plaintiff might be ordered to give security for the costs of an appeal of which he had given notice. The appeal was in the paper of the day for hearing. The order appealed from was made on the 24th of February. On the 17th of March the plaintiff served notice of appeal. On the 18th of March the defendants' solicitors wrote to the plaintiff's London agent, asking whether the plaintiff was willing to give security for the costs of the appeal without an application to the court for the purpose. The London agent said that he must consult the country solicitor. The defendant's solicitors replied that they would wait till the 21st of March before giving notice of application to the court. On the 21st of March the defendants' solicitors, not having received any reply from the plaintiff's London agent, served notice of motion in the Court of Appeal for security. It was objected, on behalf of the plaintiff, that the appeal being already in the paper, and the costs having been already incurred, it would be contrary to the settled rule to order security to be given. An objection was also made to the evidence of the plaintiff's inability to pay the costs of the appeal if he should be unsuccessful. That evidence was that he had failed to pay some costs which he had been ordered to pay in an action between himself and another person.

THE COURT (COTTON and LINDLEY, L.J.J.) overruled both objections, and ordered the plaintiff to give security. COTTON, L.J., said that as a general rule it was too late to ask for security for the costs of an appeal after the appeal had come into the paper for hearing. But in the present case there was no unreasonable delay in the defendants waiting, as they did, to see whether the plaintiff would give security without an application to the court. As to the other point, the non-payment of prior costs was not, of itself, a ground for requiring security.

to be given; it was only evidence of inability to pay the costs of the appeal.—COUNSEL, *H. Terrell; Beaumont; Oswald. SOLICITORS, Indemmar & Brown; Chamberlayne & Beaumont; A. W. Mills.*

Re AVERY'S PATENT—C. A. No. 2, 30th March.

APPEAL—SECURITY FOR COSTS—SECURITY ALREADY GIVEN FOR COSTS IN COURT BELOW—ALLEGED SURPLUS—R. S. C., 1883, LVIII., 15.

This was an original motion that an appellant might be ordered to give security for the costs of his appeal. He had been ordered to give security for costs in the court below, and had deposited £100 for this purpose. He now adduced evidence to shew that the £100 would be more than sufficient to answer the costs which he had been ordered to pay in the court below, and that there would be an ample surplus to cover the costs of the appeal which he was willing to undertake to allow to remain in court as security for these costs. The respondents adduced evidence to shew that there would be no surplus.

THE COURT (COTTON and LINDLEY, L.JJ.) ordered the appellant to give additional security to the amount of £20, and said that he must give the undertaking which he had offered.—COUNSEL, *Fate Lee; Oswald. SOLICITORS, Neish & Hecoll; E. Kimber.*

Re HUME—C. A. No. 2, 28th March.

PETITION FOR APPOINTMENT OF NEW TRUSTEES—EVIDENCE OF CONSENT OF NEW TRUSTEES TO ACT—R. S. C., DECEMBER, 1885, XXXVIII., 19A.

This was a petition for the appointment of a new trustee in the place of a lunatic trustee, the petition being entitled both in Chancery and in Lunacy, and the question arose how the consent of the proposed new trustee to act ought to be verified. The old practice was that the consent should be verified by affidavit, but rule 19a of order 38 (December, 1885, vide 30 SOLICITORS' JOURNAL, 143) provides that "the consent of a new trustee to act shall be sufficiently evidenced by a written consent signed by him, and verified by the signature of his solicitor." In *Re Wilson* (31 Ch. D. 522, 30 SOLICITORS' JOURNAL, 236) the Court in Lunacy held that this rule does not apply to a petition in Lunacy, and that in such a case the old practice remains.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) said that in *Re Wilson* it was assumed that the petition was entitled in Lunacy only. When, as in the present case, the petition was entitled in Chancery as well as in Lunacy, the new rule applied.—COUNSEL, *Onslow; Lusk. SOLICITORS, Bell, Steward, & May.*

Re WICKHAM, MARONY v. TAYLOR—C. A. No. 2, 24th March.

PRACTICE—STAY OF PROCEEDINGS—NON-PAYMENT OF COSTS—POSTPONEMENT OF TRIAL.

The question in this case was as to the power of the court to order the trial of an action to stand over until the plaintiff has paid costs which he has been previously ordered to pay and has failed to pay. On the 12th of June, 1885, a motion for a receiver made by the plaintiff was refused, with costs. On the 24th of January, 1887, these costs not having been paid, the defendant issued a summons asking that all further proceedings in the action as against him might be stayed until the costs should have been paid by the plaintiff. This summons was adjourned to the judge. The action was attached to North, J., but had been transferred to Kekewich, J., for trial. On the 3rd of February the action came on for trial, and the defendant took the preliminary objection that the costs in question had not been paid, and Kekewich, J. (*ante*, p. 255), ordered the action to stand over generally, with liberty to the plaintiff to apply to restore it to the paper on payment of the costs. And he ordered the plaintiff to pay the costs of the day. At a subsequent period on the same day the summons for a stay of proceedings was heard by North, J., in chambers, and he made an order staying further proceedings until the costs should have been paid. The plaintiff appealed from both orders.

THE COURT OF APPEAL (COTTON and LINDLEY, L.JJ.) held that when an action is in the paper for trial, there is no jurisdiction to order it to stand over because the plaintiff has not paid costs which, by a previous order, he has been directed to pay. A special application ought to be made for a stay of proceedings. Their lordships disapproved of the decision of Bacon, V.C., in *Re Neal* (31 Ch. D. 437, 30 SOLICITORS' JOURNAL, 237). But, there being a summons pending for a stay of proceedings, the right course would have been to order the trial to stand over till that summons had been disposed of. If the action had been marked in the list of actions "pending summons," it would not have come into the list for trial.—COUNSEL, *Oswald and Peckin; Chadwick-Hesley. SOLICITORS, G. Johnson; Shan, Roscoe, & Co.*

CRUMPTON v. THE ANGLO-AMERICAN BRUSH ELECTRIC LIGHT CORPORATION—C. A. No. 2, 30th March.

PATENT ACTION—PARTICULARS OF OBJECTION—SUFFICIENCY.

This was an appeal from an order of Kay, J., that the defendants to an action to restrain the infringement of a patent should deliver further particulars of objection to the validity of the plaintiffs' patent, the ground of objection being insufficiency of description in the specification. The particulars of objection amounted, in substance, to a statement that the direction in the specification would not enable a competent workman, without further direction and from the specification alone, to make the patented machine. It was contended on behalf of the plaintiffs that the defendants ought to state in what respect the specification was deficient. Kay, J., adopted this view, and ordered further particulars to be given.

THE COURT OF APPEAL (COTTON and LINDLEY, L.JJ.) affirmed the decision. COTTON, L.J., said he should have thought the particulars sufficient, but it might be that a difficulty would arise when the case came on for trial, and the judge before whom the action would be tried having taken that view, he thought it better that further particulars should be given. It was not for the defendants to point out to the plaintiffs how their specification ought to be framed; but there might be some particular matter in respect of which the defendants could state the nature of the deficiency in the specification. LINDLEY, L.J., thought that the defendants ought, if they could, to state in what way the specification was insufficient to enable a competent workman to construct the machine.—COUNSEL, *J. C. Graham; J. G. Dutcher. SOLICITORS, Goodhart & Medcalf; Ranshaws.*

Re ALBERT PALACE ASSOCIATION—Chitty, J., 29th March.

INJUNCTION—COMPANY—WINDING UP—PROCEEDINGS FOR PENALTIES—COMPANIES ACT, 1862, s. 87.

In this case an application was made *ex parte* by the official liquidator of the association for an order under section 87 of the Companies Act, 1862, restraining Bernard Boaler from further proceeding with a summons taken out by him against the association for the recovery of penalties for the association's default in keeping its register in accordance with section 25 of the Act. It appeared that on the 20th of March, and after the date of Boaler's summons, an order had been made for the winding up of the association. The summons, which was before the Lord Mayor, had been adjourned, but had been set down for final disposal on the day following the present application. The case of *Re British Medical, &c., Association* (84 W. R. 890, 25 Ch. D. 503), was cited in support of the application.

CHITTY, J., said that he should grant an *interim* injunction until the following Friday (April 1), but the applicant must, when the summons was called before the Lord Mayor, undertake not to oppose an adjournment.—COUNSEL, *R. B. Haldane. SOLICITORS, McDiarmid & Teather.*

Re THE ORIENTAL BANK CORPORATION—Chitty, J., 26th March.

COSTS—SUPREME COURT FEES ORDER, 1884, SCHEDULE (60)—COURT FEES—PERCENTAGE FEE ON SALES IN COURT—SALES EXCEEDING £200,000.

In this case the question arose whether, in the liquidation of the corporation, which was possessed of lands of very great value, under the Supreme Court Fees Order, 1884, Schedule of fees, the court fee (60) of 2s. in the £100, payable "on the sale of any land pursuant to any order directing a sale with the approbation of the judge made in any cause or matter for the purpose of raising money to be dealt with by the court in such cause or matter," was limited by the subsequent provision, contained in the schedule, to a payment of such percentage on a sum not exceeding £200,000, and whether such sum represented a sum payable in respect of a single sale, or was made up by several sums payable in respect of several sales under several orders in the same cause or matter.

CHITTY, J., said that it appeared to him that the £200,000 limit did not depend upon the fact that the sale or sales took place by virtue of one or any number of orders. He thought that the rule was free from doubt, for nothing was said in regard to the number of orders, or as to what would be the case where there was one or more orders. He took it that the reason of the thing was, that as soon as the limit of £200,000 was reached, it was considered that the court had obtained a sufficient payment from the suitor in regard to the proceedings which the suitor had set in motion for the purpose of obtaining a sale. Moreover, R. S. C., 1883, ord. 71, r. 2 (which was applicable to the Supreme Court Fees Order, 1884), stated that, unless repugnant to the context, the plural number should include the singular and the singular the plural. For these reasons he thought that as to any lands sold, or to be sold, in the liquidation, so as to raise the collective value of the total sales to over £200,000, the 2s. per £100 court fee was not payable.—COUNSEL, *Latham, Q.C., and T. H. Wright; Romer, Q.C., and Ingle Joyce. SOLICITORS, Freshfields & Williams; The Official Solicitor.*

BAINES v. GEARY—North, J., 26th March.

COVENANT IN RESTRAINT OF TRADE—VALIDITY—DIVISIBILITY—ENFORCEMENT SO FAR AS REASONABLE.

The question in this case was whether a covenant in restraint of trade was divisible in point of time, so that the court could enforce it to the extent to which it was reasonably necessary for the protection of the covenantee. The action was brought by B. and E., to restrain the defendant from committing a breach of an agreement not to supply milk to the customers of B. and his successors. B. carried on the business of a dairyman. On the 16th of February, 1886, he entered into an agreement with the defendant to employ him as milk carrier at a weekly salary. And the defendant agreed faithfully to serve B., his successors and assigns, and he undertook that he would not, either during such service or after being discharged or quitting such service, serve or come to be served, either directly or indirectly, for his own benefit or that of any other person, or interfere with, any of the customers served by or belonging at any time to B., his successors or assigns. In February, 1887, B. entered into an agreement to sell the goodwill of his business to E., the purchase to be completed on the 7th of March. The defendant continued in the employment of B. until the 5th of March, when he left in pursuance of notice previously given. He set up a dairy of his own, and sent round a circular soliciting custom from (among others) customers of the plaintiffs. The plaintiffs moved for an injunction to restrain the defendant from serving with milk any of the customers of the plaintiff E., or formerly served by

the plaintiff B. It was objected, on behalf of the defendant, that the agreement not to supply the customers of the plaintiff went further than was reasonably required for the protection of B., because on its true construction it extended to persons who might become customers of B. at any time, even after the defendant had quitted his service, and that, therefore, the court would not enforce the covenant at all.

NORTH, J., said that covenants in restraint of trade, not being illegal, were divisible, so that if one part of the covenant was reasonable it could be enforced, while the remainder, if it was not reasonable, would not be enforced. This had been held in many cases with regard to space. And in *Nichols v. Stretton* (7 Beav. 42, 10 Q. B. D. 346) it had been held that such a covenant was divisible as regarded time. Assuming that the agreement in the present case would go too far if it applied to customers of B. and his successors at any time, whether during the period for which the defendant was in their employment or afterwards, it would, at any rate, be reasonable so far as it applied to persons who were customers of B. during the defendant's employment. His lordship accordingly granted an injunction limited to such customers of the plaintiffs.—COUNSEL, R. S. Norton; M. Swinney. SOLICITORS, Warrington; Marshall & Haslip.

THE PORTSHEAD WAREHOUSE CO. v. THE BRISTOL AND PORTSHEAD PIER RAILWAY CO.—North, J., 30th March.

ARBITRATION—SPECIAL CASE—COSTS—JURISDICTION—COMMON LAW PROCEDURE ACT, 1854, s. 5.

A question arose between the above companies whether, under certain circumstances, the defendant company were liable to pay rent to the plaintiff company for a period of ten months, or whether, in the alternative, they were bound to pay interest. The question was referred to an arbitrator, but the costs of the award were not submitted for his decision. He made an award by which he stated a special case for the decision of the court on the question whether the defendant company were liable to pay rent or in the alternative interest, and he fixed the amount of rent or interest to be paid as the case might be if either was payable. North, J., on the hearing of the special case, held that rent was payable, and the question was then raised whether the court had jurisdiction to deal with the costs of the hearing.

NORTH, J., held that he had jurisdiction, and decided that the costs of the hearing must be paid by the unsuccessful party.—COUNSEL, Coates-Hardy, Q.C., and Chadowyk Healey; Napier Higgins, Q.C., and E. Bray. SOLICITORS, Theos. White & Son; Hargrove & Co.

Re COPPARD, HOWLETT v. HODSON—Stirling, J., 19th March.

WILL—CONSTRUCTION—GIFT TO CHILDREN OF NEPHEW AT TWENTY-FIVE OR MARRIAGE—ONLY CHILDREN BORN BEFORE DEATH OF TESTATRIX ENTITLED.

The testatrix, by her will, gave one moiety of her residuary estate upon trust for the benefit of the children or child of her nephew, to be vested interests in them, in case of sons, on their attaining the age of twenty-five years, and in the case of daughters, on their attaining that age or marrying under it. There were seven children of the testatrix's nephew, four born in her lifetime and three after her death. The question was whether and how far the gift to the children of the nephew at twenty-five or, in the case of daughters, at twenty-five or marriage, was void for remoteness.

STIRLING, J., said that the case was governed by *Elliott v. Elliott* (12 Sim. 276), which was an authority binding upon him. He accordingly held that only the four children who were living at the death of the testatrix could participate in the gift. His lordship further held that "vested" meant "vested in possession," and not "vested in interest," and, therefore, that one of the daughters, who had married, had become entitled to an indefeasibly vested interest in her share.—COUNSEL, Langley; Pearson, Q.C., and Ernest Hutton; Hastings, Q.C., and E. S. Ford; R. F. Norton. SOLICITORS, Clarke & Calkin, for F. T. Pearson, Shoreham; Crampton & Warne, for H. D. Warne, Brighton.

LACON v. TYRRELL—Stirling, J., 10th March.

MORTGAGE—FORECLOSURE—RENT RECEIVED AFTER CERTIFICATE—AFFIDAVIT OF RECEIPTS BY MORTGAGEES—DELIVERY OF POSSESSION.

This was a motion for foreclosure absolute and for possession of the mortgaged hereditaments so far as they remained unsold. The plaintiffs were mortgagees under a mortgage, made in April, 1874, of certain hereditaments in Suffolk. Part of the property had been sold by them under their power of sale, part they had entered into possession of, and part was in the occupation of the mortgagor. On the 29th of January, 1886, the plaintiffs took out an originating summons for the usual accounts and for foreclosure. The summons did not ask for possession. On the 15th of July, 1886, the chief clerk certified the balance due to the plaintiffs for principal and interest. The 15th of January, 1887, was the time fixed for redemption. The plaintiffs had received rents since the date of the certificate. The plaintiffs, on the 19th of February, the certified balance not having been paid, moved for foreclosure absolute and for possession of so much of the mortgaged premises as had not been sold. *Salt v. Edgar* (30 SOLICITORS' JOURNAL, 322), was cited on their behalf. The defendant did not appear.

STIRLING, J., extended the time for redemption to the 19th of March, 1887, and directed the plaintiffs to file and produce to the registrar an affidavit shewing the amount that would be due to them on that day, after allowing for moneys received for principal, interest, and costs. In default of payment on that day, the defendant was to be absolutely foreclosed, and the plaintiffs were to have possession. On the 25th of

February the required affidavit was filed, but the registrar, as the foreclosure had been opened by the receipt of rents after the chief clerk's certificate, declined to draw up the order because the defendant had not been served with notice of the application. Notice having been served upon the defendant accordingly, the plaintiffs, on the 10th of March, moved for foreclosure absolute in default of payment by the 19th of March, and that the defendants should be ordered to deliver up possession of such of the mortgaged premises as he was in possession of. The defendant did not appear. STIRLING, J., confirmed the order of the 19th of February.—COUNSEL, W. K. Willcocks. SOLICITORS, Storey & Cowland, for Diver & Preston, Great Yarmouth.

WESTON v. LEVY—Stirling, J., 26th March.

MORTGAGE—FORECLOSURE—ORIGINATING SUMMONS—RECEIVER.

In this case a question arose whether there was jurisdiction to appoint a receiver in a foreclosure action commenced by originating summons. The plaintiffs were first mortgagees, under an indenture of mortgage dated the 27th of July, 1883, of certain leasehold hereditaments in Castletown-road, West Kensington. On the 14th of February, 1887, they took out an originating summons for foreclosure against the mortgagor and a second mortgagee. On the 24th of February an order for foreclosure was made in chambers. The mortgaged premises having been unoccupied for six months, and the mortgagor refusing to let them, although there was a tenant willing to take them, the plaintiffs now moved that a Mr. Hutchins should be appointed receiver. It was argued on behalf of the plaintiffs that although there might be no jurisdiction to appoint a receiver in proceedings commenced by originating summons before an order had been made upon it, yet that, even prior to the Judicature Act, 1873, there had been jurisdiction to appoint a receiver after such an order had been made: *Brooker v. Brooker* (3 Sm. & Giff. at p. 475); *Re Bywater's Estate* (1 Jur. N. S. 227); and now, by section 25, sub-section 8, of the Judicature Act, 1873, the court could appoint a receiver in any case in which it appeared just or convenient.

STIRLING, J., appointed the above-named gentleman receiver, with authority to act at once, the plaintiffs being answerable for his receipts until security was given.—COUNSEL, Swinfen Eady. The defendant mortgagor appeared in person. SOLICITORS, Hicklin, Washington, & Pasmore.

VEALE & CO. v. AUTOMATIC BOILER FEEDER, LIMITED—Q. B. Div., 25th March.

FORM OF SPECIALLY-INDORSED WRIT.

The writ in this action was specially indorsed. The indorsement followed the form given in the Rules of 1883, appendix A., No. 2, commencing with "Statement of Claim." Judgment having been signed by the plaintiff in default of delivery of a defence, the defendant applied at chambers to set aside the judgment on the ground that the statement of claim was bad for not concluding with the word "delivered," in accordance with all the forms given in appendix C., section 4, it being expressly stated in ord. 3, r. 6, that special indorsements shall be to the effect of such of the forms in appendix C., section 4, as shall be applicable to the case. A master made an order setting aside the judgment, and this was affirmed by Huddleston, B. The plaintiff appealed.

THE COURT (HAWKINS and CAVE, J.J.) allowed the appeal. They said that the word "delivered," or the words "delivered the day of" were not an essential part of, or even appropriate to, a statement of claim indorsed on a writ. Such a conclusion was only applicable in the case of a statement of claim drawn as a separate document and intended to be delivered between the parties.—COUNSEL, T. W. Chitty; Macaskie. SOLICITORS, Harvey & Capron; Todd, Denness, & Lamb.

WHITELEY v. BARLEY—Q. B. Div., 25th March.

DISCOVERY OF DOCUMENTS—ACTION FOR PENALTIES.

This case raised the question as to the right of a plaintiff in an action for penalties to obtain discovery of documents. The action was brought against the surveyor to the Corporation of Ramsgate under section 193 of the Public Health Act, 1875, to recover penalties for being interested in certain contracts made with the corporation. The plaintiff obtained the usual order for discovery of documents. The defendant, in his affidavit made in pursuance of that order, specified certain documents which he refused to produce, on the ground that the action was one for penalties. The plaintiff then applied for an order that the defendant should make a further and better affidavit. Master Manley Smith held that the affidavit was sufficient; but Huddleston, B., on appeal, held that it was not, and said that the defendant ought to state in the affidavit that the production of the documents would tend to make him liable for penalties. The defendant appealed, relying on the cases of *Hunnings v. Williamson* (31 W. R. 924, 10 Q. B. D. 459), and *Martin v. Treacher* (34 W. R. 315, 16 Q. B. D. 507). On behalf of the plaintiff it was argued that the rules as to discovery in actions for penalties were the same as in other actions, and that the only test was whether the production of documents would tend to criminate the party called on to make discovery; and if it would, then, on the authority of *Nobb v. East* (28 W. R. 336, 5 Ex. D. 108), it ought to be so stated in the affidavit.

THE COURT (HAWKINS and CAVE, J.J.) allowed the appeal, pointing out the difference between an action for libel, like *Webb v. East*, and an action for penalties. In the former the plaintiff was enforcing a civil remedy, and had a right to discovery from the defendant; and, if it so happened that the production of any document would criminate the defendant, the

law, before it relieved him from the necessity of producing it, required him to take that objection on oath. But in an action for penalties the whole object was to criminate the defendant, and any demand for discovery must be for that purpose. They thought the defendant ought not to be ordered to make any further affidavit.—COUNSEL, *Tindal Atkinson; H. F. Dickens. SOLICITORS, Meredith, Roberts, & Mills, for Hubbard, Ramsgate; Kingsford, Dorman, & Co.*

PIKE v. ONGLEY—Q. B. Div., 16th March.

PRINCIPAL AND AGENT—LIABILITY OF AGENT TO THIRD PARTIES—SALE "FOR AND ON ACCOUNT OF OWNER"—CUSTOM OF HOP TRADE—EVIDENCE.

This was an action against brokers for non-delivery of hops equal to sample sold under a written contract by the defendants "for and on account of owner," and signed by the defendants without qualification. The plaintiffs tendered evidence at the trial to show that by the custom of the hop trade brokers who do not disclose the name of their principal at the time of the contract are looked upon as primarily liable upon the contract. The plaintiffs did not inquire of the defendants as to who the "owner" might be, but there was evidence to show that they knew he was a foreigner. Manisty, J., before whom the case was tried, admitted the evidence, and the jury found a verdict for the plaintiffs. On an application for a new trial, on the ground of misdirection of evidence,

THE COURT (DAY and WILLS, JJ.) said that though evidence of custom was admissible to render an agent liable upon a contract where no contradiction was introduced into the document, it was clear that here the agents were not primarily liable, and that evidence of a custom which would make them primarily liable upon the contract would contradict its terms. Therefore, the defendants were not liable and judgment must be entered for them.—COUNSEL, *Winch; Murphy, Q.C., and Pyke. SOLICITORS, Irvine & Hodges; Philip Thornton.*

THOMAS v. EXETER FLYING POST CO.—Q. B. Div., 22nd March.

PRACTICE—WITHDRAWAL OF JUROR—COMPROMISE NOT CARRIED OUT—REHEARING.

In this case a compromise had been entered into during the trial of an action for libel, in which it was agreed that the defendants would insert an apology in their newspaper, and a juror was withdrawn. The apology was in due course inserted, but an article appeared in another part of the paper which the plaintiff alleged was a repetition of the previous libel. An application was then made to the judge before whom the trial had been commenced, and he ordered the cause to come on for trial again before him on notice to the defendants. Upon the second trial the defendants did not appear, and the jury found a verdict for the plaintiff, with substantial damages. The defendants then applied to the court to set aside the verdict and all proceedings after the withdrawal of a juror, on the ground that the action had been put on an end to, and that the judge at *Nisi Prius* had no jurisdiction to try the cause.

THE COURT (DAY and WILLS, JJ.) said that the withdrawal of a juror did not put an end to an action. That could only be effected by some legal proceeding. The withdrawal of a juror was in effect merely an agreement to dispense with the verdict of a jury, and the action was still alive, so that the judge had jurisdiction to retry the case if he thought the agreement had not been fairly carried out, and the justice of the case required it.—COUNSEL, *Charles, Q.C., and Bullen; Pitt Lewis, Q.C., and Coleridge. SOLICITORS, Bolton, Robbins, & Co., for Dimond, Exeter; S. Hamilton, for Friend & Beal, Exeter.*

Re PARKINSON: In the Matter of A PROSECUTION BY THE TREASURY—REG. v. GERSHON—Q. B. Div., 30th March.

In this case the Treasury had directed a prosecution to be instituted against a person at Liverpool for offences under the Debtors Act—under section 12 for felony and under section 11 for a misdemeanor—and a Liverpool firm of solicitors were retained by the Treasury to conduct the prosecution at the sessions, which they did. The charge of felony was given up, the defendant pleading guilty to the charge of misdemeanor under an arrangement by which he agreed to pay £80 to the creditors and £198 to the solicitors for costs, he not being called up for judgment. The Solicitor to the Treasury, on hearing of this arrangement, called on the local solicitors, whose bill of costs as against the Treasury was taxed at a little over £100, to account to the Treasury for the amount received for costs, which they declined to do, insisting that the amount they had received had come, not from public funds, but from private sources, and that the difference between the two sums covered extra costs, especially of witnesses. This was an application on the part of the Treasury for a rule calling upon the Liverpool solicitors to account for the surplus. There had been a taxation of their bill of costs as against the Treasury, and the amount taxed was £101. It was stated that the costs of witnesses were generally defrayed by the local authorities, but the Treasury made good any deficiency. Counsel for the Treasury contended that the local solicitors acted as agents for the Solicitor to the Treasury, and received the money for him, and so were bound to account for the surplus beyond the sum of £101 taxed to the local solicitors for their own costs. Counsel for the local solicitors insisted that the money was paid to them as solicitors for the prosecution, and that all that the Treasury were entitled to was to have credit to the amount of £101, the taxed costs, and that the local solicitors were entitled to retain the difference, out of which they would have to pay the witnesses, &c. In the result,

THE COURT (DAY and WILLS, JJ.) came to the conclusion that the local solicitors must pay over the balance to the Treasury—that is, the difference between the sum received by the local solicitors for costs and the sum allowed them on taxation. DAY, J., said the sort of arrangement entered into at the trial was not to be approved of, and could not be allowed to override the right of the Treasury to an account of the sum received by their local agents and to payment of the balance. WILLS, J., said the local solicitors acted as agents for the Treasury, and under definite terms embodied in a memorandum of the Treasury. Circumstances had arisen at the trial which could not have been contemplated, and an arrangement had been entered into of a kind which he was happy to know the Treasury never sanctioned, and the result of which was not satisfactory as to the ends of justice. Under this arrangement a considerable sum had been received by the local solicitors—as agents for the Treasury—and the Solicitor to the Treasury was bound to see to the application of the money as between the Treasury and its local agents, and to insist that the whole of the sum received, except the amount allowed on taxation, should be paid to the Treasury. The court had no doubt that the Treasury would do what was right under the circumstances, and would allow all that was fairly due, but the court could not allow arrangements of this kind—which they ought rather to do their utmost to discourage—to be carried out without control by the local solicitors.—COUNSEL, *R. S. Wright, Channell, Q.C.—Times.*

CASES AFFECTING SOLICITORS.

Re HARRIS, POWELL v. GOODALE—C. A. No. 2, 24th March.

SOLICITOR—COSTS—TAXATION—"FEE FOR DEDUCING TITLE"—SOLICITORS' REMUNERATION ORDER (AUGUST, 1882), SCHEDULE I, PART I.

This was an appeal from a decision of North, J. (*ante*, p. 255). The appeal was limited to one only of the points raised in the court below—viz., whether the solicitors were entitled to the scale fee for "deducting title." In August, 1884, the Commissioners of Sewers for the City of London served on S., the occupier of two leasehold houses, a notice to treat for the purchase of his interest, and in April, 1886, a contract was entered into between S. and the commissioners for the purchase of his interest for £15,000. The contract provided that the commissioners should pay the vendor's solicitors' preliminary costs and also the costs of title and conveyance. On the 5th of April, 1886, the commissioners' solicitor wrote to the vendor's solicitors, "If the title consists of anything more than the lease, please let me have abstract, otherwise I shall not require one." At this time the commissioners had acquired the reversion in the property expectant on the lease, though the vendor's solicitors were not aware of this. On the 6th of April the vendor's solicitors replied, "The title consists of the lease only; will you require a copy in lieu of abstract." The commissioners' solicitor did not reply to this letter, except by sending a draft assignment of the lease for perusal. No copy of, or extract from, the lease was supplied by the vendor's solicitors. On the completion of the purchase the vendor's solicitors sent to the commissioners their bill of charges, in which was included the sum of £83 10s., which was the scale fee for "deducting title" corresponding to the purchase-money of £15,000. The commissioners applied for the taxation of the bill, and the taxing master was of opinion that the solicitors were not entitled to the fee for "deducting title," but that they must be remunerated under Schedule II. to the Remuneration Order. The solicitors carried in objections to the taxation, in which they said, "The vendor's solicitors deducted such title as they had, and answered the only requisition capable of being made upon it. If they had forestalled the purchasers' solicitor's question by delivering a copy or abstract of the lease, no question could have been raised, and they have done, in substance, the whole of the work in respect of which a charge is allowed by the schedule." The taxing master replied, "The solicitors are not entitled to the scale charge for deducting title, &c., as no title was shown to the purchaser (see *Re Lacey*, 35 Ch. D. 311)." The solicitors took out a summons to review the taxation. North, J., affirmed the decision of the taxing master. He was of opinion that no title had been deducted, and that the scale did not apply.

THE COURT OF APPEAL (COTTON and LINDLEY, J. JJ.) affirmed the decision on the same ground. They said that *Ex parte Mayor of London* (35 W. R. 211) was distinguishable, for there the solicitor of the purchasers had to ascertain that the vendors (a public body) had obtained a direction from the Lord Chancellor authorizing them to sell the property, without which they would have no power to sell.—COUNSEL, *Byrnes; J. Henderson. SOLICITORS, Harris, Powell, & Goodale; E. A. Baylis.*

UNQUALIFIED PRACTITIONERS.

A summons issued at the instance of the Incorporated Law Society of the United Kingdom against Mr. William Clark for having given the following notice was heard before the magistrates at Derby on the 26th of March:—

"6, Lower Arthur-street, Derby.

"Final notice before proceedings in the county courts for the recovery of small debts as per Act of Parliament.

"I hereby give you notice that unless the sum of £0 5s. 8d., due by you to Graham & Bennett, is paid on or before Friday, the 11th day of February, 1887, I shall proceed against you under the above Act. Trusting you will think it advisable to pay the amount, and thereby avoid the expenses to which you will otherwise be liable, I am, yours respectfully,

"WILLIAM CLARK.

"£0 5s. 8d.

"To Mr. Beardsley, Smalley.

"Dated this 4th day of February, 1887.

"If you prefer settling this account before going into county court bring this notice with you."

It appeared that the defendant was a clerk in the employment of the creditor, but, notwithstanding this, he was fined 10s. and costs, as it was shewn that he sent out the notice from his private address and signed it in his name alone.

ELECTION LAW.

In the Matter of A MUNICIPAL ELECTION IN THE BOROUGH OF HYTHE—Q. B. Div., 24th March.

This case raised a novel question as to the withdrawal of an election petition in consequence of a reference to arbitration, the result of which had been adverse to the petitioner. There had been an election to the office of alderman of Hythe and one Bean had been declared elected. The opposing candidate, a Mr. Mallam, presented a petition against his return, contesting that he had been "returned by a majority of lawful votes," so that the question was resolved into a scrutiny, which would be very expensive. Under these circumstances, the mayor, who knew both the parties, wrote to them a letter suggesting that it would be desirable to avoid the expense and consequent ill-feeling of litigation, and that with that view they should meet at his house, which they accordingly did, and the result was an agreement to refer the matter to the town clerk, who, on examination of the voting papers, reported that Mr. Bean was duly elected. Upon this, the petitioner desired to withdraw his petition, as to which the Municipal Election Act, 1883, s. 95, provides that leave to withdraw may be granted by the court on special application, and the Corrupt Practices Act, 1883, provides that the affidavits shall negative any corrupt bargain or agreement. Affidavits were accordingly filed in this case, explaining how the desire to withdraw the petition had arisen—in consequence of the intervention of the mayor—and negating any corrupt agreement. Counsel for the petitioner applied for leave to withdraw his petition, as he found it would be hopeless to proceed. [A. L. SMITH, J., inquired, How can we recognize a reference to arbitration of an election petition which involves the interests of the constituency?] The court is not asked to recognize the reference to arbitration (although as the petition only involved the number of votes and did not charge bribery or corrupt or illegal practices, there would, it is conceived, be no objection to it), and it is only mentioned as explaining how it came to be desired to withdraw the petition. The court can grant the leave which is applied for, and as all has been done which is required by the Act there can be no objection to it. Counsel who appeared for the alderman elected being asked whether he opposed the application, said he did not, and on the contrary he rather concurred in it, and believed that everything had been done in accordance with the Act.

THE COURT (A. L. SMITH and GRANTHAM, JJ.) upon this, said they saw no reason why the petition under these circumstances should not be withdrawn, and so they allowed it to be withdrawn accordingly.—COUNSEL, *Dickens*; B. *Pollock*.—*Times*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

The following circular has been sent to all the country members of the society:—

"Consequent on a resolution passed at the provincial meeting held at York in October last, a general meeting of the society will be convened in London for Tuesday and Wednesday, the 7th and 8th June next.

"As the year 1887 (being the fiftieth of Her Majesty's reign) is to be marked as a Jubilee year, it has been determined to entertain the country members, in acknowledgment of the frequent hospitalities which have been extended to the society in the provinces.

"The entertainment will comprise a dinner, a ball, and theatrical representations at one or more of the London theatres, and will take place from the 7th to the 10th June next inclusive.

"To enable the executive committee to make the necessary arrangements, we are directed to inquire whether you will be present at the meeting, and whether the committee may have the pleasure of including you among the guests.

"In the event of your intending to be present, we shall, in due course, have the pleasure to send you a formal invitation.

"It will be of assistance to the committee to receive your reply a day or two before their meeting on the 30th inst.—We are, dear Sir, yours faithfully,

"E. W. WILLIAMSON and S. P. B. BUCKNILL, Hon. Secs."

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

The annual meeting of proprietors was held at the offices, 126, Chancery-lane, London, on the 24th ult., Mr. JAMES CUDDON, the chairman, presiding.

Mr. FRANK MCGEDY (the actuary and secretary) having read the notice convening the meeting and the minutes of the preceding general meeting, the directors' report was taken as read:—

The report states that in the fire department new insurances were effected for an aggregate amount of £6,994,418, yielding in new premiums the sum of £10,618 12s. 4d.

In the life department during the same period 252 policies were effected,

insuring £236,245, the new premiums received thereon amounting to £8,085 19s., of which £1,298 16s. was paid away for re-assurance.

Nine life annuities for £679 2s. 10d. were granted, the purchase-money for which was £5,742 7s. 8d. Sixteen annuities for £990 10s. 6d. became void during the year by death.

The claims under life and endowment policies amounted to £46,519 3s. 6d., which amount, although in excess of the claims for the year 1885, is below the expectation.

The total amount of losses by fire, paid and outstanding on 30th November, was £21,615 15s., being about 45 per cent. of the net premiums received in the year.

The average rate of interest realized on the assets of the company (whether productive or unproductive) was £4 11s. 2d. per cent.

The balance at credit of the profit and loss account, after crediting that account with four-fifths of the surplus for the year, namely, £11,863 3s. 3d., is £42,052 12s. 5d. The directors recommend the payment of a dividend of 4s. 6d. per share (free of income tax) for the year ending 30th November, 1887. After providing for this dividend there will remain at credit of the profit and loss account the sum of £19,552 12s. 5d.

THE CHAIRMAN said: Gentlemen, it is useful at the close of each year to look not only at the general result of our business, but also to consider in detail what has contributed to that general result. In the life department the fund has been increased by about £39,000. In these bad times this certainly is not discouraging. The average amount of the new life policies continues rather to increase, the amount per new policy having been during last year about £930. At the close of the last quinquennium the average of the subsisting life policies, bonuses included, was about £890. We should have had a larger accumulation of funds last year but for the unusual number of lapses and surrenders. The payments for surrenders, you will see by the accounts, amounted to over £5,000. This, of course, also diminished the premium income. It will, however, tell favourably in the next valuation, because £5,000 cannot be paid away for surrenders without the retention of a considerable sum as profit on the policies surrendered. The lapses on policies which had not acquired a surrender value were more than usual. The annual premiums on the surrendered policies amounted to £1,340, and on the lapsed policies to £1,920. There were claims on 70 life policies in all, the average claim having been about £660, being, as you will collect from what I have said, considerably below the average of subsisting policies. Ten reversions have fallen in, resulting in a profit of about £7,000 in respect of those reversions, and sixteen annuities have lapsed, resulting in a very good profit in respect of those annuities. During the past year we have appointed forty-six new agents. You will observe by the report that the directors recommend an increase of the dividend to the shareholders—namely, 4s. 6d. per share, instead of the former dividend of 4s. Our actuary, after a careful calculation, advised the board that this proposal is a proper and safe one to be carried out in this the third year of the current quinquennium; and that, although it offers a substantial present advantage to the proprietors, there is a reasonable prospect of something still better in the near future.

Mr. CHARLES PEMBERTON (the deputy-chairman) seconded the motion, and congratulated the shareholders on the success of the company and the enhanced dividend.

Mr. R. J. SISON, J.P., asked on what basis the increased dividend had been recommended? He had always thought it was due to the shareholders that the public should know pretty well how they stood with regard to the value of their shares; so that in the event of any shareholder selling out the persons who bought would see that they were getting good value for their money.

Mr. MCGEDY explained the grounds on which he had felt justified in reporting to the directors the ability of the company to pay a larger dividend, arising chiefly out of the profits on the fire business, and expressed his belief that the present amount of dividend might fairly be expected to be paid during the ensuing three years of the current quinquennium.

THE CHAIRMAN added that the life profits had not been taken into account in the estimated profit.

Mr. JOHN ROOT said he saw by the balance-sheet that they had the large sum of £534,000 invested on mortgages. He wished to know whether the directors had ample security for that large sum?

THE CHAIRMAN said the interest in arrear was very small, only £3,000 or £4,000, shewing there could be very little difficulty with regard to these mortgages. They had not, of course, taken any more Irish securities. The number of securities they held on Irish property was very small, as also was the amount. He believed there was no reason to apprehend any difficulty with regard to the mortgages.

The report was then unanimously adopted.

Mr. EDMUND JAMES moved "That, in accordance with the recommendation of the directors, a dividend of 4s. 6d. per share, free of income tax, be paid to the shareholders for the financial year ending the 30th of November, 1887, in equal half-yearly payments on the 1st day of June and the 1st day of December."

Mr. JOHN ROOT seconded the motion, which was at once adopted.

Mr. CHARLES CHESTON moved the election as a London director of Mr. R. T. RAIKES, solicitor, of 24, Coleman-street, to fill the vacancy occasioned by the death of Mr. Wm. Crossman. They all deeply regretted the loss of Mr. Crossman. In Mr. Raikes they would have a man who would bring more than average ability and great diligence to the business of this company.

Mr. PEMBERTON (the deputy-chairman) seconded the motion, remarking that Mr. Raikes would ably fill the position, being a gentleman of considerable influence in his profession.

The resolution was carried unanimously.

On the motion of Mr. S. E. STRINBERG, seconded by Mr. TYMAM, the retiring directors were severally and separately re-elected.

Mr. E. H. BURKITT proposed the re-election of Mr. Theodore Waterhouse as a shareholders' auditor for the current year.

Mr. A. CROSSMAN seconded the motion, and it was at once adopted.

The CHAIRMAN announced that the directors had, in accordance with the deed, appointed Mr. James J. Darley as directors' auditor for the current year.

On the motion of Mr. H. J. FRANCIS, seconded by Mr. H. MASTER, the sum of seventy-five guineas was voted to each of the auditors for his services during the past year.

The CHAIRMAN said he would now move a vote of thanks to the actuary and secretary, the solicitors, and staff of the office. The directors, shareholders, and all concerned were very much indebted to them. He particularly wished to notice the services of Mr. Rogers, the chief clerk of the fire department, to whom they were greatly indebted for escaping many losses, and he was quite sure they all highly appreciated his valuable services.

The resolution was carried with cordiality.

Mr. F. MCGEDY (the actuary and secretary) said he was very much obliged to them for the honour conferred upon him and the staff by this vote of thanks. It was a stimulus to them to find their services gave satisfaction and were appreciated.

Mr. MARK WATERS returned thanks on behalf of the solicitors, and said it was their desire at all times to promote the welfare of the company, not only by proper attention to its legal affairs, but by bringing it new business.

Mr. HUGH SHIELD, Q.C., proposed a vote of thanks to the chairman for his continued assiduity and effective services in the chair. It was the desire, as it was the interest, of every member of the society that he might be long spared to give them the benefit of his great services.

Mr. F. R. WARD seconded the motion, which was cordially adopted.

The CHAIRMAN having acknowledged the compliment, The proceedings terminated.

NEW ORDERS, &c.

UNCLAIMED FUNDS IN CHANCERY.

Notice to persons requiring information respecting the accounts of unclaimed funds in the books of the Pay Office of the Supreme Court.

1. All applications should be in writing, and addressed to the Assistant Paymaster-General, Royal Courts of Justice, London, W.C.

2. The only authorized list of accounts that have not been dealt with since the 1st of September, 1871, is that published as a supplement to the *London Gazette* of the 8th of March, 1887, and no reliance should be placed upon any information which is not derived from official sources.

3. Copies of this list can be personally inspected in the Eastern corridor, ground floor, at the Royal Courts of Justice, or may be purchased from Messrs. Harrison & Sons, 45, St. Martin's-lane, London, W.C., at the price of 1s. each. Application for copies to be sent abroad must enclose stamps to cover postage, in addition to the cost of the *Gazette*, of which the weight is 11 ozs.

4. Each application must be signed by the applicant; if made by a solicitor he must state the name of his client, and that he believes the client to be beneficially interested in the fund. (Rule 101 of Supreme Court Funds Rules, 1886.)

If the application is made by any person other than a solicitor, he must state the grounds upon which he claims to be interested in the particular matter or suit quoted in his application, bearing in mind that the mere fact of the surname of the original owner of property being the same as that of one of the parties to a suit, is not sufficient to support a claim.

5. The correct title of the matter or suit must be quoted from the authorized list, otherwise the account cannot be traced.

6. The published list is only a list of the titles of accounts, and is not, in any sense, either a register of next of kin, or of heirs wanted, or of lapsed legacies, or of unclaimed estates.

As the Pay Office is not an office of legal inquiry, and has no knowledge of the origin or particulars of the law suits referred to, it is quite useless to furnish baptismal or other certificates in support of an alleged claim.

7. Each request for information respecting a matter or suit in the list must be stamped with a 2s. 6d. adhesive judicature stamp, as required by the order as to Supreme Court Fees, 1884, rule 107. Stamps can be obtained at rooms 6 and 419, Royal Courts of Justice; at the district registries of the High Court; and at most stamp and post offices.

8. The only information which (subject to the conditions heretofore mentioned) it is in the power of the Assistant Paymaster-General to furnish is—

(a.) The amount of the fund in court.

(b.) The date of any order of court affecting the account (if specially required).

9. Funds in court can only be dealt with under the direction of an order of court. The Assistant Paymaster-General cannot advise applicants respecting the proper method of applying to the court for such an order.

10. No notice can be taken of applications unless the foregoing instructions are complied with.

LEGAL NEWS.

APPOINTMENTS.

Mr. EDWARD BLEAYMIRE, solicitor (of the firm of Bleaymire & Shepherd), of Penrith, has been appointed by the High Sheriff of Westmoreland (Mr. John Edward Hasell) to be Under-Sheriff of that county for the ensuing year. Mr. Bleaymire was admitted a solicitor in 1848. He is clerk to the county magistrates at Penrith.

Mr. HARRY PEARSON BROCKLESBY, solicitor (of the firm of Brocklesby, Ley, & Brocklesby), of 9, Walbrook, has been appointed a Commissioner for taking Affidavits in and for the Supreme Courts of the provinces of Quebec and Ontario, in the Dominion of Canada.

Mr. THOMAS MARTINEAU, solicitor and notary (of the firm of Ryland, Martineau, Carlisle, & Goodwin), has received the honour of Knighthood on the laying by the Queen of the foundation-stone of the Birmingham New Law Courts. Sir T. Martineau is the eldest son of Mr. Robert Martineau, of Birmingham, and was born in 1828. He was educated at Edgbaston Proprietary School, and he was admitted a solicitor in 1851, having served his articles with the late Mr. Arthur Ryland, with whom he was for many years in partnership, and on whose death he was appointed law clerk to the Guardians of the Birmingham Assay Office. Sir T. Martineau is an alderman for the borough of Birmingham, and he is now filling the office of mayor for the third time.

Mr. FRANCIS ROXBURGH, barrister, who has been appointed to act as Assistant-Judge of the Mayor's Court, is the only son of his Honour Judge Sir Francis Roxburgh, and was born in 1850. He was educated at Harrow, and he was formerly Scholar of Trinity Hall, Cambridge. He was called to the bar at the Middle Temple in Trinity Term, 1873, and he is a member of the South-Eastern Circuit.

Mr. HARRY BEVIN, solicitor, of Wootton Bassett, has been appointed by the High Sheriff of Wiltshire (Mr. Clement Walker Henonge) to be Under-Sheriff of that county for the ensuing year. Mr. Bevin is Clerk to the Cricklade Board of Guardians. He was admitted a solicitor in 1873.

Mr. ALBERT IVESON, solicitor (of the firm of Oldman & Iveson), of Gainsborough, has been appointed by the High Sheriff of Lincolnshire (Sir Hickman Bacon) to be Under-Sheriff of that county for the ensuing year. Mr. Iveson was admitted a solicitor in 1860. He is coroner for the Kirtton District of Lancashire and Clerk to the county magistrates and the Gainsborough Highway Board.

Mr. HARRY ALEXANDER COPE, solicitor, of Holywell, has been appointed Registrar of the Holywell County Court (Circuit No. 29) in succession to the late Mr. David Pugh. Mr. Cope was admitted a solicitor in 1873. He is clerk to the Holywell Highway Board and to the county magistrates.

Mr. SYED MAHMUD, barrister, of Allahabad, who has been appointed to act as a Judge of the High Court of the North-West Provinces of India, was born in 1851. He was called to the bar at Lincoln's-inn in Easter Term, 1872.

Mr. ARTHUR STRACHEY, barrister, has been appointed Official Reporter to the High Court of the North-West Provinces of India. Mr. Strachey is the second son of Sir John Strachey, Bart., and was born in 1858. He was educated at Trinity Hall, Cambridge, and he was called to the bar at the Inner Temple in June, 1883.

Mr. DAVID LONG PRICE, solicitor, of Talley and Lampeter, has been appointed by the High Sheriff of Carmarthenshire (Mr. Gerwyn Jones) to be Under-Sheriff of that county for the ensuing year. Mr. Price was admitted a solicitor in 1855. He is clerk to the county magistrates and Registrar of the Lampeter County Court.

Mr. WILLIAM WAKELIN, solicitor, of Presteign, has been appointed by the High Sheriff of Radnorshire (Mr. Francis Lyndon Evelyn) to be Under-Sheriff of that county for the ensuing year. Mr. Wakelin is Registrar of the Presteign County Court. He was admitted a solicitor in 1876.

Mr. EDWARD WALTER HUNNYBUN, solicitor, of Huntingdon and Thrapstone, has been appointed by the High Sheriff of Cambridgeshire and Huntingdonshire (Mr. Henry Charles Goldart) to be Under-Sheriff of those counties for the ensuing year. Mr. Hunnybun was admitted a solicitor in 1871. He is clerk to the Huntingdon Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and Superintendent Registrar.

Lord HERSCHELL has been appointed Chairman of the Currency Commission.

Mr. GEORGE LEVINGE WHATELY, solicitor (of the firm of Roopers & Whately), of 17, Lincoln's-inn-fields, has been appointed Solicitor to the Ottoman Railway Co., on the resignation of his partner, Mr. Maximilian George Rooper. Mr. Whately was admitted a solicitor in 1877.

Mr. JOHN BASELEY TOOKER HALE, solicitor (of the firm of Hansell & Hale), Norwich, has been appointed Under-Sheriff for the county of Norfolk by the High Sheriff, Sir Alfred Jodrell, Bart. Mr. Hale was admitted a solicitor in 1874. [Substituted for last week's notice.]

PARTNERSHIPS DISSOLVED.

WILLIAM JOSEPH DAWES ANDREW, WILLIAM WOOD, and WILLIAM BEDFORD GLASIER, solicitors (Andrew, Wood, & Glasier), 8, Great James-street, Bedford-row. Dec. 31.

BENJAMIN MUTLOW and HENRY SIMMONS BURBIDGE, solicitors (Mutlow & Burbidge), 22, Cannon-street, Birmingham. The said Henry Simmons Burbidge will continue to carry on the business at the above address. [Gazette, March 25.]

WILLIAM DUNN and ROBERT PAYNE, solicitors (Dunn & Payne), Frome. March 22.

THOMAS HUNT and ROBERT LUTCH, solicitors, Warwick. March 25.

RICHARD LOVELACE HOMER MOLE and FREDERICK STONE, solicitors (Mole & Stone), Derby, and sometime since at Ilkeston. March 25. [Gazette, March 20.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
APPEAL COURT		APPEAL COURT	
No. 1.	No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., April 4 Mr. Ward	Mr. King	Mr. Jackson	Mr. Pemberton
Tuesday 5 King	Ward	Koe	Clowes
Wednesday 6 Clowes	King	Jackson	Pemberton
Thursday 7 Pemberton	Ward	Koe	Clowes
Mr. Justice NORTH.			
Monday, April 4	Mr. Beal	Mr. Leach	Mr. Carrington
Tuesday 5	King	Pugh	Lavie
Wednesday 6	Beal	Leach	Carrington
Thursday 7	Pugh	Godfrey	Lavie

The Easter Vacation will commence on Friday, the 8th day of April, and terminate on Tuesday, the 12th day of April, 1887, both days inclusive.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-EGYPTIAN BANKING CO., LIMITED.—Petn for winding up, presented March 23, directed to be heard before Kay, J., on April 2. Seal, Serjeants' Inn, Fleet st, solor for petners.

BRITON LIFE ASSOCIATION, LIMITED.—Petn presented for confirming conditional agreement dated Jan 1 between Briton Life Association, Limited, and Marine and General Mutual Life Assurance Society, for purchase of business and assets of said Association by the Society, directed to be heard before North, J., on April 2. Davidson & Morris, Queen Victoria st, solors for Association.

BRITISH EMPIRE MATCH CO., LIMITED.—Kay, J., has fixed Wednesday, April 6, at 2, at his chambers, for appointment of official liquidator.

CARLISLE SLATE AND SLAB CO., LIMITED.—Stirling, J., has, by an order dated March 8, appointed Ernest Crewdson, Manchester, to be official liquidator.

LOVEB CHEMICAL ELECTRIC LIGHT CO., LIMITED.—Petn for winding up, presented March 19, directed to be heard before Chitty, J., on April 2. Hatchett Jones, & Co., Mark lane, solors for petners.

PUNJAUB AND CASHMERE CARPET CO., LIMITED.—By an order made by Chitty, J., dated March 14 it was ordered that the company be wound up. Payne & Lattey, Cornhill, sol'or for petner.

FURBER'S (BRITISH) MOTIVE POWER SYNDICATE, LIMITED.—Chitty, J., has fixed Monday, April 4, at 12, at his chambers, for the appointment of an official liquidator.

THOMAS WEBB & SONS, LIMITED.—Chitty, J., has fixed April 4, at 12.30, at his chambers, for the appointment of an official liquidator.

YORKSHIRE TANNERY AND BOOT MANUFACTORY, LIMITED.—By an order made by Chitty, J., dated March 14, it was ordered that the manufactory be wound up. Lyne & Holman, Great Winchester st, solors for petners.

WHOLESALE GROCERY CO., LIMITED.—By an order made by North, J., dated March 14, it was ordered that the company be wound up. Durant, jun., Guildhall chambers, solor.

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

CITY MERCANTILE INSURANCE CO., LIMITED.—The Vice-Chancellor has by an order, dated Feb 14, appointed William Francis Terry, Central bldgs, North John street, Liverpool, to be official liquidator.

MARCHESTER COMEDY THEATRE CO., LIMITED.—Petn for winding up, presented March 21, directed to be heard before Bristowe, V.C., at the Assize Courts, Strangeways, Manchester, on Monday, April 4, at 11. Stocks, Manchester, solor for petner.

FRIENDLY SOCIETIES DISSOLVED.

SALFORD INDEPENDENT DRUIDS' SOCIETY, Mason's Arms, Robert Hall st, Salford, Manchester. March 23.

London Gazette.—TUESDAY, March 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADAM EYTON, LIMITED.—Petn for winding up, presented March 26, directed to be heard before North, J., on Saturday, April 23. Hulbert, Broad at bldgs, Liverpool st, solor for petner.

ÆOLUS WATERPRAY AND GENERAL VENTILATING CO., LIMITED.—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Walter Allnutt, 4, Lane st. Tuesday, May 10, at 2, is appointed for hearing and adjudicating upon the debts and claims.

ALBERT PALACE ASSOCIATION, LIMITED.—By an order made by Chitty, J., dated March 19, it was ordered that the association be wound up. Snell & Co, George st, Mansion House, solors for petner.

ELECTRIC PAINT REMOVER CO., LIMITED.—By an order made by Kay, J., dated March 19, it was ordered that the company be wound up. Harrison, Chancery lane, solor for petners.

EQUITABLE PLATE GLASS INSURANCE CO., LIMITED.—By an order made by Kay, J., dated March 19, it was ordered that the company be wound up. Roberts, Essex st, Strand, solor for petners.

JONES LLOYD, LIMITED.—North, J., has, by an order dated March 12, appointed William Henderson Walker, 40, Castle st, Liverpool, to be official liquidator. Creditors are required, on or before April 30, to send their names and addresses and particulars of their debts or claims to the above. Monday, May 16, at 1, is appointed for hearing and adjudicating upon the debts and claims.

LONDON MODEL DWELLINGS CO., LIMITED.—By an order made by Stirling, J., dated March 19, it was ordered that the company be wound up. Watson, Leadenhall st, solor for petner.

UNION CEMENT CO., LIMITED, OF NEWCASTLE UPON TYNE.—By an order made by Chitty, J., dated March 19, it was ordered that the voluntary winding up of the company be continued. Ullithorpe & Co, Field st, Gray's Inn, agents for Dodds & Co, Stockton on Tees, solors for petners.

FRIENDLY SOCIETIES DISSOLVED.

CALLINGTON TRADESMEN'S UNION BENEFIT SOCIETY, Bull's Head Inn, Callington, Cornwall. March 22.

NOTICES TO CREDITORS UNDER TRUSTEES RELIEF ACT, for insertion in the London Gazette or any newspaper, should be sent to Harrison and Sons, Publishers London Gazette, 45, St. Martin's-lane, W.C. The Gazette is published every Tuesday and Friday.—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 18.

ALLEN, JOHN, Great Wilbraham, Cambridge, Farmer. April 12. Papworth & French, Cambridge.

BENISON, JOSEPH WHEATLEY, Lasenby, York, Farmer. April 1. Meek, Middlesbrough.

BROWNE, RICHARD, Mornington rd, Regent's pk, Gent. April 19. Weall & Barker, South sq. Gray's Inn.

CARTWRIGHT, HARRIET, Wrington, Somerset. May 11. Perham, Bristol.

COOKSON, JULIA CHARLOTTE, Hanover ter, Regent's pk. April 27. Broughton & Broughton, Gt Marlborough st.

COLLISON, HANNAH, St Leonard's on Sea. May 9. Smith & Co, Aldermanbury.

CROSBIE, GEORGINA MARIANNE, Portswood, Southampton. April 14. Bowlings & Co, Essex st, Strand.

DODSWORTH, FREDERICK, Newcastle upon Tyne, Bookseller. May 1. Philipson, Newcastle upon Tyne.

DODSWORTH, WILLIAM VALENTINE, Newcastle on Tyne, Bookseller. May 1. Philipson & Co, Newcastle upon Tyne.

FARR, WILLIAM WINDHAM, Iford, Southampton. April 18. Capron & Co, Savile pl, Conduit st.

FEATHERSTONE, CHARLES, Manchester, Paper Merchant. May 4. Minor, Manchester.

WHITEHEAD, SAMUEL, Blackley, Lancaster, Gent. May 6. Minor, Manchester.

FISHER, RACHEL, Robert Town, York. April 2. Oates, Heckmondwike.

FISHER, SAMUEL, Birstal, York, Stone Mason. April 9. Oates, Heckmondwike.

HARPER, WILLIAM GEORGE, Healing, Lincoln, Farmer. April 15. Moxon, Pontefract.

HERNATH, GUSTAV ADOLPH JOHANN, Leipsicg, Saxony. July 1. Goldberg & Langdon, West st, Finsbury circus.

HOLMES, CHARLOTTE ELIZABETH THOMASINA, Holland villas rd, Kensington. April 30. Watson & Co, Bouverie st.

HURLEY, ANN, King's Norton, Worcester. April 5. Lane & Clutterbuck, Birmingham.

JOHNSON, MARY, Snettisham, Norfolk. May 1. Allisons & Allisons, Louth.

KELLY, EDWARD, Broadway, Westminster. April 16. Norton & Co, Victoria st, Westminster.

KING, JAMES, Billingshurst, Sussex, Maltster and Farmer. April 27. Rowland & Co, Croydon.

LAMBERT, WILLIAM, New Malden, Surrey, Pianoforte Maker. April 30. Woodroffe, Gt Dover st.

LAMBERT, MARY, New Malden, Surrey. April 30. Woodroffe, Gt Dover st.

LANCASTER, JOHN, Southsea, Esq. May 2. Wood & Co, Raymond bldgs, Gray's Inn.

McGOWAN, JAMES, Wapping wall, Engineer. May 2. Allin, New Broad st.

MOUNTAIN, ANN, Boston, Lincoln. April 16. Standland, Boston.

MUMFERT, WILLIAM POLLING, Ventnor, Isle of Wight, Gent. April 2. Knocker, Dover.

PAUL, ELIZA MARY ANN, Devonshire rd, Holloway. April 18. Bedford & Co, Gt Tower st.

SANDMILL, HARRIETT, Dalston lane, Dalston. April 18. Emanuel & Simmonds, Finsbury circus.

SMITH, EDWARD, Boston, Lincoln, Retired Wine Merchant. May 1. Millington & Simpson, Boston.

SMITH, GEORGE, Fresham, Surrey, Gent. April 12. Paterson & Sons, Bouverie st.

SMITH, JOHN, Wellington, Balop, Iron Merchant. March 31. Cairns, Wellington.

SOWDEN, RACHEL, Craven ter, Halifax. April 16. England & Foster, Halifax.

STEVENS, JOHN TOWLER, Melbourne, Colony of Victoria, Gent. April 19. Wilkins & Co, Gresham house.

SYKES, HENRY, Flush in Liversedge, York, Cabinet Maker. April 2. Oates, Heckmondwike.

SYMONS, HENRY ELIZABETH, Endsleigh gdns, Stock Broker. April 18. Emanuel & Simmonds, Finsbury circus.

THOMPSON, HARRIET, Wisbech Saint Peter, Cambridge, Shoe Dealer. April 7. Southwell, Wisbech.

TORREY, JAMES RAMSAY, Melrose gdns, West Kensington. April 15. Neish & Howell, Watling st.

WADE, RICHARD, Whalley, Lancaster, Restaurant Keeper. April 18. Sandeman, Acorington.

WILLIAMS, MARY, Meliden, Flint. April 4. Roe-Browne, Rhyl.

WILSON, ROBERT, Percy rd, Shepherd's Bush, Gent. April 19. Hortin, Edgware rd, Hyde park.

London Gazette.—TUESDAY, March 22.

BARDSLEY, DAVID, Dukinfield, Chester, Farmer. April 25. Whitehead, Stalybridge.

BECKETT, WILLIAM, Stoneysgate, Leicester, Wharfinger. June 1. Haxby & Partidge, Leicester.

BROOK, JOSHUA, Springfield mount, Leeds, Hat Manufacturer. April 1. Simpson, Leeds.

BROOKE, Hon Dame HENRIETTA JULIA, Eccleston sq. May 1. Broughton & Broughton, Gt Marlborough st.

CHAMPTON, Lieut. Col. REGINALD HENRY, Budock, Cornwall. April 17. Tilly, Falmouth.

COLMAN, CHARLES FREDERICK, Wimbledon, Surrey, Esq. May 2. Colman, Argyll st, Regent st.

CROWTHER, THOMAS BATE, Harraby Mill, Cumberland, Miller. June 1. Wright & Brown, Carlisle.

DAWSON, ISAAC, Liverpool, Wine Merchant. May 3. Layton & Steel, Liverpool.

DUXFIELD, THOMAS, Bawtry, Nottingham, Farmer. May 3. Dickinson & Miller, Newcastle upon Tyne.

ELDRIDGE, LOUIA, Syson, Harmondsworth. April 30. Wills, Uxbridge.

ELLIOTT, JOSHUA, Brampton, Derby, Gent. May 4. Gee, Chesterfield.

FLETCHER, JOHN, Newlyn rd, Tottenham, Foreman. April 30. Bannister, Basinghall st.

FORSYTH, ANN, Byker, Newcastle upon Tyne. May 3. Dickinson & Miller, Newcastle upon Tyne.

FOX, WILLIAM, Crews, Chester, Draper. June 24. Hill, Crews.

GAULT, ISAAC, Poulton rd, Southport. April 30. Walley, Manchester.

GOSSETT, ALFRED, Soho sq, Plate Glass Merchant. April 30. Furber, Gray's Inn sq.

HALLIDAY, THOMAS BENTON, Manchester. April 11. Crofton & Craven, Manchester.

HOCKLEY, ELIZA, Staines rd, Hounslow. March 31. Newton & Down, High st, Lewisham.

HORNBY, FRANCIS CHARLES, Moseley, Worcester, Gent. May 31. Sanders, Bromsgrove.
 HUGHES, MARIA, Lye, Worcester. April 18. Wall & Hinds, Stourbridge.
 JOHNSON, MARY ANN, North Hill Farm, Highgate, Cowkeeper. April 4. Fisher & Co, Old Jewry chm.
 JONES, MARY ELLER, Oldswinford, Worcester. May 14. Thomas & Co, Wolverhampton.
 KLAFTENBERGER, ALEXANDER AUGUSTUS, Regent st, Watchmaker. April 17. Richardson & Sadler, Golden sq.
 LAMB, ISABELLA ANDERSON, Marina, St Leonards on Sea. April 30. Dees & Thompson, Newcastle upon Tyne.
 LANE, ISABEL, Langford, Somerset, Gent. May 11. Wood, Wroughton.
 LAWRENCE, MARY, Belle Vue rd, Shrewsbury. April 30. G R & O E Wace, Shrewsbury.
 LAW, ISAAC, Whitworth, Lancaster, Stone Merchant. April 2. Roberts, Rochdale.
 LEWIS, SAMUEL, Mape st, Bethnal green, Silk Trimming Manufacturer. April 30. Keen & Co, Knightbridge st.
 MATHESON, DUNCAN, Granville pl, Portman sq, Doctor of Medicine. April 29. Rice & Burnett, Devereux st, Temple.
 MERRITT, SIMON, Cuddington, Chester, Tailor. May 2. Adderley & Marfleet, London.
 MITCHELL, CATHERINE ELEANOR, Morice Town, Devon. May 8. Ernest Gard, Devonport.
 MOUNTAIN, JOHN COLUMBUS, St James' rd, Upper Tooting, Printer. April 24. Perrett, Queen Victoria st.
 PARKER, FREDERICK GEORGE, St Albans, Herts, Builder. April 23. Blagg & Edwards, St Albans.
 PAULER, SIR HENRY CHARLES, Little Testwood, Hants, Baronet. April 22. Field & Co, Lincoln's inn fields.
 PENDLETON, JOHN, Cheetham Hill, Manchester, Gent. May 9. Ormerod & Allen, Manchester.
 RICKARDS, CHARLES HILDITCH, Old Trafford, nr Manchester, Gent. April 23. Crofton & Craven, Manchester.
 RODRIGUEZ, WILCOCKE, St John's sq, Clerkenwell. April 30. Lindo & Co, Coleman st.
 SIMON, WILLIAM, Manchester, Tailor. May 19. Lawson, Manchester.
 STEPHENS, GEORGE, Margate, Kent, Esq. April 30. Boys, Margate.
 SUTCLIFFE, MARY, Halifax, York. April 16. Englan & Foster, Halifax.
 TAYLOR, SAMUEL, Polegate, Sussex, General Shopkeeper. May 13. Hillman, Lewes.
 THOMSON, WILLIAM, Thurlough, Bedford, Railway Contractor. April 30. Ormerod & Allen, Manchester.
 TURNER, MARY MIRIAM, Angell rd, Brixton. April 15. Lindo & Co, Coleman st.
 WEBBER, RICHARD JOHN, Fish st hill, Corn Merchant. April 30. Surr & Co, Abchurch lane.
 WINSTANLEY, ANNE, Boxmoor, Hertford. April 23. Blagg & Edwards, St Albans.
 WORKMAN, CHARLES, Dursley, Gloucester, Retired Brewer. April 14. Francillon, Dursley.
 YOUNG GEORGE JOHN, Wimbledon, Surrey, Gent. May 1. Grundy & Co, Queen Victoria st.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

FURNISH OF NORMAN & STAGNY'S SYSTEM; No Deposit; 1, 2, or 3 years credit; 60 wholesale firms. Offices, 79, Queen Victoria-st., E.C. Branches at 121, Pall Mall, S.W., & 2, Liverpool-st., E.C. Goods delivered free.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 25.

RECEIVING ORDERS.

ADAMS, WILLIAM O'BRIEN, residence unknown. High Court. Pet Feb 8. Ord March 23.
 BARLOW, WILLIAM, Rochdale, Lancashire, Ironmonger. Oldham. Pet March 21. Ord March 23.
 BARNES, WALTER, Chelmsford, Grocer. Chelmsford. Pet March 4. Ord March 23.
 BEARDSLEY, JOHN, Langley Mill, Derbyshire, Brick Manufacturer. Nottingham. Pet March 31. Ord March 23.
 BLINKLEY, THOMAS, Fenwick rd, Peckham, Commission Agent. High Court. Pet Jan 18. Ord March 23.
 BLUNDELL, HENRY, and WILLIAM HIDE, Weltje rd, Hammermith, Builders. High Court. Pet March 23. Ord March 23.
 BROWNING, MARK, Horseham, Hay Dealer. Brighton. Pet March 21. Ord March 23.
 BULFITT, CHARLES EDWARD, Southwark st, Potato Salesman. High Court. Pet March 21. Ord March 23.
 BUXTON, WILLIAM JAMES, Gray's inn sq, Architect. High Court. Pet Jan 26. Ord March 23.
 CARTER, GEORGE ROE, Anerley rd, Penge, Physician. Croydon. Pet March 23. Ord March 23.
 CHATTERTON, THOMAS HENRY, Sheffield, Tobaccoist. Sheffield. Pet March 21. Ord March 23.
 CLARK, WILLIAM JAMES, Packington st, Shepherdess walk, Islington, Box Manufacturer. High Court. Pet March 21. Ord March 23.
 CLEMENTS, HENRY LINCOLN, Oxford st, Upholsterer. High Court. Pet March 21. Ord March 23.
 COOPER, GEORGE, Herston, Dorsetshire, Draper. Poole. Pet March 21. Ord March 23.
 CROSS, RICHARD COGAN, Southsea, a Colonel. Portsmouth. Pet Feb 26. Ord March 17.
 CURLING, ROBERT, Harnhill, Kent, Fruiterer. Canterbury. Pet March 21. Ord March 23.
 CUTTING, CHARLES JUN, Mersey, nr Manchester, Commission Agent. Manchester. Pet March 1. Ord March 23.
 DAVIES, DAVID, Carmarthen, Licensed Victualler. Carmarthen. Pet March 22. Ord March 23.
 ENSOR, WILLIAM JOSEPH, and STEPHEN THOMAS THORPE, Wolverhampton, Galvanizers. Wolverhampton. Pet March 22. Ord March 23.
 FURLAND, JOHN, Swansea, out of business. Swansea. Pet March 21. Ord March 23.
 GREGG, SAMUEL, Tiverton Lodge, nr Tarporley, Cheshire, Livery Stable Keeper. Nantwich and Crewe. Pet March 21. Ord March 23.
 GRIVITTES, SAMUEL, Porth, Glamorgan, Grocer. Pontypridd. Pet March 23. Ord March 23.
 HEMPLEMAN, HENRY HERMAN, Lauriston rd, South Hackney, Clerk. High Court. Pet March 23. Ord March 23.
 HIGGS, EDWARD HOOD, Braybrooke Rectory, Northampton, Clerk in Holy Orders. Leicester. Pet March 2. Ord March 23.
 HILL, JOHN, Smethwick, Stafford, Grocer. Oldbury. Pet March 19. Ord March 23.
 HOLLINGWORTH, ISAAC, Leeds, India Rubber Manufacturer. Leeds. Pet March 22. Ord March 23.

HOLYOAK, HARRY, Leicester, Tailor. Leicester. Pet March 21. Ord March 23.
 HUMBERT, PIERRE, Coventry st, Leicester sq, Engineer. High Court. Pet Feb 25. Ord March 23.
 HUNT, HENRY JESSE, Southampton, Printer. Southampton. Pet March 21. Ord March 23.
 JACKSON, GEORGE, Old Mill, Barnsley, Corn Miller. Barnsley. Pet March 23. Ord March 23.
 JACKSON, HENRY GEORGE, King William st, Charing Cross, Tea Merchant. High Court. Pet March 21. Ord March 23.
 JENKINS, DAVID, Newport, Mon, Publican. Newport, Mon. Pet March 23. Ord March 23.
 JONES, JOHN PARRY, Rhyl, Flint, Draper. Bangor. Pet March 23. Ord March 23.
 KATE, JOHN, Yearley, Yorks, out of business. York. Pet March 23. Ord March 23.
 KEENE, GEORGE WILLIAM, Murray st, New North rd, Licensed Victualler. High Court. Pet March 23. Ord March 23.
 LANGWORTHY, EDWARD MARTIN, not resident in England. High Court. Pet March 17. Ord March 23.
 LLOYD, HENRY FLEETWOOD, Liverpool, Coachbuilder. Liverpool. Pet March 23. Ord March 23.
 MARSH, WILLIAM ARTHUR, Childer Thornton, Cheshire, Agent. Birkenhead. Pet March 21. Ord March 23.
 MASON, WILLIAM, Grantham, Lincoln, Auctioneer. Nottingham. Pet March 22. Ord March 23.
 MILLER, FRANK H, Beckenham, Builder. Croydon. Pet Feb 16. Ord March 19.
 NEWELL, GEORGE ALFRED, Gloucester, Outfitter. Gloucester. Pet March 23. Ord March 23.
 NOBLE, THOMAS, Dalton, Lancs, Farmer. Ulverston and Barrow in Furness. Pet March 14. Ord March 23.
 PARKES, WALTER, Newport, I.W., Grocer. Newport and Ryde. Pet March 21. Ord March 23.
 RICHARDSON, JAMES RICHARD, Horton Priory, Kent, Farmer. Canterbury. Pet March 21. Ord March 23.
 SEAW, THOMAS, Birmingham, Jeweller. Birmingham. Pet March 22. Ord Mar 23.
 SIMPILL, ANDREW, Birkenhead, Paper Hanger. Birkenhead. Pet March 7. Ord March 23.
 SLACK, JOSEPH ISAAC, St John's rd, Hoxton, Mineral Water Manufacturer. High Court. Pet March 21. Ord March 23.
 SPENCE, THOMAS BRIDLEY, Whitehaven, Timman. Whitehaven. Pet March 22. Ord March 23.
 STONE, THOMAS, Darlington, Draper. Stockton on Tees and Middlesbrough. Pet March 18. Ord March 19.
 TAYLOR, JAMES, Bradford, House Decorator. Bradford. Pet March 21. Ord March 23.
 THOMAS, RICHARD, Llanybi, Carnarvonshire, Farmer. Bangor. Pet March 23. Ord March 23.
 THOMAS, WILLIAM, Swansea Valley, Glamorganshire, Licensed Victualler. Swansea. Pet March 21. Ord March 23.
 THORNTON, JOSEPH, Bittershaw, nr Bradford, Yorks, Innkeeper. Bradford. Pet March 21. Ord March 23.
 WARDLE, THOMAS, Middlesbrough, Contractor. Stockton on Tees and Middlesbrough. Pet March 23. Ord March 23.
 WEEKS, ISAAC, Ulverston, Lancs, Joiner. Ulverston and Barrow in Furness. Pet March 21. Ord March 23.
 WELLS, JAMES, Halesowen, Worcester, Lime Merchant. Stourbridge. Pet March 14. Ord March 16.
 WENDT, E. HENRY, not resident in England, Gent. High Court. Pet Nov 13. Ord March 23.
 WHITAKER, JOHN, Haslingden, Lancs, Architect. Blackburn. Pet March 23. Ord March 23.
 WHITAKER, JOHN WILLIAMSON, Manchester, Licensed Victualler. Manchester. Pet March 8. Ord March 23.
 WHITELOCK, WILLIAM, Northallerton, Yorks, no occupation. Northallerton. Pet March 19. Ord March 19.
 WILLIAMS, GRIFFITH, Bethesda, Carnarvonshire, Grocer. Bangor. Pet March 21. Ord March 23.
 WOOD, JOHN DALTON, Oshaldwick, Yorks, Cowkeeper. York. Pet March 23. Ord March 23.

The following amended notice is substituted for that published in the London Gazette of March 18.
 ELLIOTT, WILLIAM RENDELL, Topsham, Devon, Innkeeper. Exeter. Pet March 14. Ord March 14.

FIRST MEETINGS.

ARCHER, HENRY ERNEST, Manchester, Lancs, Turf Adviser. April 4 at 1.30. Court house, Encombe pl, Salford.
 ASHEY, GEORGE ASHEY, Naseby Woolleys, Northampton, Esq. April 4 at 2.30. 25, Friar lane, Leicester.
 BARKWILL, WILLIAM, Rochdale, Lancs, Ironmonger. April 5 at 12. Townhall, Rochdale.
 BERNARD, FREDERICK JOHN, York grove, Queen's rd, Peckham. April 1 at 11. 33, Carey st, Lincoln's inn.
 BLANKLEY, CHARLES, Philip lane, Wood st, Belt Manufacturer. April 4 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
 BRAY, HENRY, Burton on Ure, Masham, Yorks, Farmer. April 7 at 1. Strickland's Depot Hotel, Thirsk Junction, Thirsk.
 BREWIS, JAMES, Sunderland, Butcher. April 1 at 12. Off Rec, 21, Fawcett st, Sunderland.
 BROWE, CHARLES Mansfield, Nottingham, Ale Merchant. April 9 at 11. Off Rec, 1, High pavement, Nottingham.
 BROWNING, MARK, Horseham, Hay Dealer. April 1 at 2. King's Head Hotel, Horseham.
 BUBBING, WILLIAM EDWARD, Kingston upon Hull, Coachbuilder. April 1 at 11. Hull Incorporated Law Society, Lincoln's inn bldg, Bowalley lane, Hull.
 CAMPBELL, LEWIS ALEXANDER, Manchester. April 5 at 11. Off Rec, Ogden's chmbrs, Bridge st, Manchester.
 COOPER, GEORGE, Furbach, Dorsetshire, Draper. April 6 at 1.30. Off Rec, Salisbury Cotton, Francis Charles, Cheltenham, Licensed Victualler. April 2 at 2.30. County Court, Cheltenham.
 COOPER, CHARLES THOMAS, Mayall road, Brixton, Tobaccoist. April 1 at 12. 33, Carey st, Lincoln's inn.
 DENHAM, JOHN EUSTACE, Lower Phillimore place, Kensington, Surgeon Dentist. April 1 at 2.30. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
 DICKSON, LUKAS, the younger, Hoyland Nether, Yorks, Butcher. April 4 at 12. Off Rec, Eastgate, Barnsley.
 DODWORTH, ALBERT, Sheffield, Knife Manufacturer. April 4 at 3. Off Rec, Fig-tree lane, Sheffield.
 DUNHAM, HENRY JOHN, Kingston upon Hull, Draper. April 1 at 3. Hull Incorporated Law Society, Lincoln's inn bldg, Bowalley lane, Hull.
 EDROF, —, and LANE, —, Birmingham, Coal Merchants. April 7 at 11. Off Rec, Birmingham.
 EDWARDS, JOHN, Walsall, Innkeeper. April 6 at 11.15. Off Rec, Walsall.
 EVANS, THOMAS JOSEPH, Ffosfrol, Barmouth, Merionethshire, Contractor. April 1 at 2.15. Townhall, Aberystwith.
 FURLAND, JOHN, Swansea, out of business. April 4 at 2. Off Rec, 6, Rutland st, Swansea.
 GALLILIE, JOHN, Whitty, Yorks, Joiner. April 4 at 12. Royal Hotel, Whitty.
 GARNETT, WILLIAM, Wase, nr Oswaldkirk, Yorks, Farmer. April 7 at 1.30. Strickland's Depot Hotel, Thirsk Junction, Thirsk.
 GOODWIN, CHARLES, Sawdon, Northallerton, Blacksmith. April 1 at 12.30. Station Hotel, York.

HARDY, HENRY JOHN, Moorgate st, Auctioneer. April 1 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

HARPER, KING, New Malton, York, Innkeeper. April 4 at 11.30. Talbot Hotel, New Malton.

HAUXWELL, ALFRED, Stroud Green rd, Finsbury park, China Dealer. April 4 at 11. 21, Carey st, Lincoln's inn.

HAYWOOD, TOM, Barnsley, Yorks, out of business. April 4 at 11.30. Off Rec, 3, Eastgate, Barnsley.

HIGGS, EDWARD HOOD, Braybrooke Rectory, Northamptonshire, Clerk in Holy Orders. April 4 at 3.30. 39, Friar lane, Leicester.

HINKLEY, WILLIAM, Luton, Chatham, Builder. April 2 at 11.30. Off Rec, High st, Rochester.

HOLYOAK, HARRY, Leicester, Tailor. April 2 at 12. 38, Friar lane, Leicester.

HUNT, HENRY JESSE, Southampton, Printer. April 4 at 2. Off Rec, 4, East st, Southampton.

HYDER, SAMUEL, Dudley, Worcestershire, Licensed Victualler. April 5 at 10.30. Off Rec, Dudley.

JACK, ARTHUR, Cheltenham, Jeweller. April 1 at 1.30. Bankruptcy bldgs, Lincoln's inn fields.

JACKSON, WILLIAM, Whicham, Cumberland, Farmer. April 4 at 12. 07, Duke st, Whitehaven.

JENKINS, DAVID, Newport, Mon, Publican. April 6 at 12. Off Rec, 12, Tredegar pl, Newport, Mon.

JONES, DAVID, Aberystwith, Cardiganshire, Innkeeper. April 1 at 1. Townhall, Aberystwith.

JONES, JOHN, Welshpool, Montgomeryshire, Grocer. April 1 at 1. Off Rec, Llandiloes.

JONES, THOMAS, Lithfaen, nr Pwllheli, Carnarvonshire, Quarry Manager. April 6 at 2. Queen's Head Cafe, Bangor.

KAYE, JOHN, York, out of business. April 5 at 1. Off Rec, 17, Blake st, York.

KENDALL, HENRY JOHN, Leamington, Fishmonger. Apr 3 at 11. Off Rec, 17, Hertford st, Coventry.

KING, EDWARD, Rye, Sussex, Coachbuilder. Apr 4 at 9. Gausden Dawson, 40, Robertson st, Hastings.

LE MOINE, LOUIS PAUL, Oldbury on Severn, Gloucestershire, Farmer. Apr 1 at 3.30. Off Rec, Bank chhrs, Bristol.

LINHAM, FRANCIS RAYNES, Scarborough, Watchmaker. Apr 5 at 11. Off Rec, 74, Newborough st, Scarborough.

LLOYD, HENRY FLEETWOOD, Liverpool, Coachbuilder. Apr 5 at 2. Off Rec, 35, Victoria st, Liverpool.

NEALE, THOMAS, Kingston upon Hull, Smack Owner. Apr 4 at 2. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowalley lane, Hull.

PARKES, WALTER, Newport, IW, Grocer. Apr 2 at 3. Off Rec, Newport, IW.

PURCELL, ADOLPHUS, College st, Cannon st, Merchant. Apr 1 at 3.30. 38, Carey st, Lincoln's inn.

RILEY, GEORGE, Oswaldtwistle, Lancs, Stonemason. Apr 5 at 2.45. Commercial Hotel, Blackburn rd, Accrington.

ROBINSON, WILLIAM, Darlington, Weighman. Apr 5 at 11. Off Rec, 8, Albert rd, Middlesbrough.

RUSSELL, ROBERT, Leamington, Baker. Apr 2 at 10. Off Rec, 17, Hertford st, Coventry.

SPENCE, THOMAS BRIERLEY, Whitehaven, Tinman. Apr 4 at 2. 07, Duke st, Whitehaven.

START, SAMUEL, Colchester, Builder. April 6 at 10. Townhall, Colchester.

STEWART, ROBERT ALEXANDER, and **JOHN STEWART**, New Brunswick, Canada, Merchants. April 4 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

STOCKS, STEPHEN (separate estate), South Normanton, out of business. April 2 at 3.15. Flying Horse Hotel, Nottingham.

STONES, JOSEPH, Darlington, Draper. April 5 at 11.30. Off Rec, 8, Albert rd, Middlesbrough.

SWANN, RICHARD (separate estate), South Normanton, Grocer. April 2 at 3.30. Flying Horse Hotel, Nottingham.

SWANN, RICHARD, and **STEPHEN STOCKS**, South Normanton, Colliery Proprietors. April 2 at 3.15. Flying Horse Hotel, Nottingham.

TATTERSALL, JAMES, Wakefield, Builder. April 1 at 2. Off Rec, Bond terr, Wakefield.

TAYLOR, JAMES, Bradford, House Decorator. April 4 at 3. Off Rec, 31, Manor row, Bradford.

THOMAS, WILLIAM, Swansea Valley, Licensed Victualler. April 4 at 11. Off Rec, 6, Rindall st, Swansea.

THORNTON, JOSEPH, Buttershaw, nr Bradford, Innkeeper. April 4 at 3.30. Off Rec, 31, Manor row, Bradford.

TURNER, ELIZABETH MATILDA, Newport, Mon, Cabinet Maker. April 2 at 1. Off Rec, 12, Tredegar pl, Newport, Mon.

WATKINSON, HENRY, Manchester, Seedsman. April 6 at 11.30. Off Rec, Ogden's chhrs, Bridge st, Manchester.

WHITELOCK, WILLIAM, Northallerton, no occupation. April 13 at 11. Courthouse, Northallerton.

WOOD, JOHN DALTON, Osbaldwick, Yorks, Cowkeeper. April 5 at 12. Off Rec, 17, Blake st, York.

The following amended notice is substituted for that published in the London Gazette of March 22.

WILLIAMS, WILLIAM EDWARD, and **ALFRED PROSSER**, Bristol, Builders. March 31 at 12.30. Off Rec, Bank chhrs, Bristol.

ADJUDICATIONS.

APPLEBY, JAMES, Brough, Yorks, Timber Merchant. Kingston upon Hull. Pet Feb 15. Ord March 22.

BAILEY, GEORGE, Nottingham, Marine Store Dealer. Nottingham. Pet March 16. Ord March 22.

BAKER, ALFRED BATH, Ealing Green, Ealing, Builder. High Court. Pet Dec 13. Ord March 22.

BARLOW, WILLIAM, Rochdale, Lancashire, Ironmonger. Oldham. Pet March 21. Ord March 23.

BROWN, ROBERT, Wigton, Cumberland, Machinist. Carlisle. Pet Feb 22. Ord March 23.

BUCKLEY, ERNEST EDMUND, Nottingham, Grocer. Nottingham. Pet March 15. Ord March 22.

CHAMBERS, ARTHUR, Blackburn, Hosiery. Blackburn. Pet March 4. Ord March 21.

CHATTERTON, THOMAS HENRY, Sheffield, Tobacconist. Sheffield. Pet March 21. Ord March 21.

CLARK, WILLIAM JAMES, Paekington st, Shepherdes walk, Islington, Box Manufacturer. High Court. Pet March 21. Ord March 22.

CLEMENTS, HENRY LINCOLN, Oxford st, Upholsterer. High Court. Pet March 21. Ord March 22.

COLLIER, THOMAS ROBERT, Highbridge, Somerset, Watchmaker. Bridgwater. Pet March 17. Ord March 23.

COTTON, FRANCIS CHARLES, Cheltenham, Licensed Victualler. Cheltenham. Pet March 19. Ord March 21.

CULLING, ROBERT, Hemhill, Kent, Fruiterer. Canterbury. Pet March 21. Ord March 21.

DUMFORD, JAMES, Poole, Dorsetshire, Builder. Poole. Pet March 3. Ord March 22.

FIELDING, THOMAS, Lombard st, Jeweller. High Court. Pet Jan 10. Ord March 22.

FINCH, JOSEPH BURNETT, Girdler's rd, West Kensington, Esq. High Court. Pet Feb 17. Ord March 22.

FURLAND, JOHN, Swansea, out of business. Swansea. Pet March 21. Ord March 22.

GOODHILL, CHARLES, Brompton, nr Northallerton, Blacksmith. Scarborough. Pet March 2. Ord March 22.

GRESTY, SAMUEL, Tiverton Lodge, nr Tarporeley, Cheshire, Livery Stable Keeper. Nantwich and Crewe. Pet March 19. Ord March 23.

GRIFFITHS, ELIZABETH MARY, Swansea, Colliery Proprietress. Swansea. Pet March 4. Ord March 23.

HAET, JOHN, Kimberley, South Africa, Merchant. High Court. Pet Nov 26. Pet March 18.

HINKLEY, WILLIAM, Chatham, Builder. Rochester. Pet March 19. Ord March 21.

HIRST, HENRY, High st, Camden Town. High Court. Pet March 11. Ord March 23.

HOLLINGWORTH, ISAAC, Leeds, India Rubber Manufacturer. Leeds. Pet March 22. Ord March 23.

HUNT, HENRY JESSE, Southampton, Printer. Southampton. Pet March 21. Ord March 23.

JACKSON, HENRY GEORGE, King William st, Charing Cross, Tea Merchant. High Court. Pet March 21. Ord March 21.

JACKSON, WILLIAM, Whicham, Cumberland, Farmer. Whitehaven. Pet March 18. Ord March 21.

JONES, JOHN, Aberavon, Glamorgan, Draper. Neath. Pet Feb 22. Ord March 21.

KATE, JOHN, York, out of business. York. Pet March 22. Ord March 23.

KEYES, GEORGE WILLIAM, Murray st, New North rd, Licensed Victualler. High Court. Pet March 23. Ord March 23.

LEAMON, PHILIP, Whitwell, Norfolk, Farmer. Norwich. Pet March 4. Ord March 23.

LINKEER, WILLIAM, Stanton on the Wolds, Nottingham, Farmer. Nottingham. Pet March 1. Ord March 23.

MARSH, WILLIAM ARCHIB, Childer Thornton, Cheshire, Agent. Birkenhead. Pet March 21. Ord March 21.

MERCALFE, WILLIAM AUSTIN, Plowden bldgs, Temple, Barrister at Law. High Court. Pet Dec 31. Ord March 21.

MORGAN, GEORGE RICHARD, Ford, nr Shrewsbury, Butcher. Shrewsbury. Pet March 15. Ord March 17.

NEALE, THOMAS, Kingston upon Hull, Smack Owner. Kingston upon Hull. Pet March 16. Ord March 22.

NEWELL, GEORGE ALFRED, Gloucester, Outfitter. Gloucester. Pet March 22. Ord March 22.

OLDACRES, ANN, Brownsfield's Farm, nr Lichfield, Farmer. Walsall. Pet Feb 24. Ord March 21.

OUTON, CHARLES RICHARD SMITH, Newhaven, Sussex, General Dealer. Lewes and Eastbourne. Pet Mar 5. Ord Mar 21.

PICK, DEMETER, Aldersgate st, Furrer, High Court. Pet Feb 16. Ord Mar 22.

PURCELL, ADOLPHUS, College st, Cannon st, Merchant. High Court. Pet Dec 15. Ord Mar 23.

PURDUE, JOSEPH, Hyson green, Nottingham, Elastic Web Maker. Nottingham. Pet Feb 22. Ord Mar 19.

SADLOPEKY, JOSEPH, and **HYMAN FRIEDMAN**, Leeds, Leather Dealers. Leeds. Pet Mar 14. Ord Mar 21.

SAUNDERS, EDWARD AUGUSTUS, Aspley rd, St Anne's hill, Wandsworth, Retired Lieutenant General. High Court. Pet Jan 21. Ord Mar 22.

SELF, FREDERICK GEORGE, Shrewsbury rd, Redhill, Trainer of Racehorses. Croydon. Pet Mar 16. Ord Mar 19.

SLACK, JOSEPH ISAAC, St John's rd, Hoxton, Mineral Water Maker. High Court. Pet Mar 21. Ord Mar 21.

SPENCE, THOMAS BRIERLEY, Whitehaven, Tinman. Whitehaven. Pet Mar 22. Ord Mar 23.

STONES, JOSEPH, Darlington, Draper. Stockton on Tees and Middlesbrough. Pet Mar 18. Ord Mar 22.

TATTERSALL, JAMES, Wakefield, Builder. Wakefield. Pet Mar 17. Ord Mar 23.

THOMAS, WILLIAM, Swansea Valley, Glam, Licensed Victualler. Swansea. Pet Mar 21. Ord Mar 21.

VANPERHARGE, CONSTANT, Cytus st, Clerkenwell, Provision Merchant. High Court. Pet Jan 18. Ord Mar 22.

WARDLE, THOMAS, Middlesbrough, Contractor. Stockton on Tees and Middlesbrough. Pet Mar 22. Ord Mar 23.

WEEKS, ISAAC, Ulverston, Lancs, Joiner. Ulverston and Barrow in Furness. Pet Mar 21. Ord Mar 22.

WELLS, JASPER, Halesowen, Worcestershire, Lime Merchant. Stourbridge. Pet Mar 14. Ord Mar 15.

WHITELOCK, WILLIAM, Northallerton, no occupation. Northallerton. Pet Mar 18. Ord Mar 19.

WILKIE, ROBERT IVO, Nottingham, Builder. Nottingham. Pet Mar 7. Ord Mar 19.

WOOD, JOHN DALTON, Osbaldwick, Yorks, Cowkeeper. York. Pet Mar 23. Ord Mar 22.

WRIGHT, JOSEPH, Darlington, Staffs, Grocer. Walsall. Pet Feb 23. Ord Mar 23.

London Gazette.—TUESDAY, March 22.

RECEIVING ORDERS.

ADDOCK, JOHN, Kegworth, Leicester, Farmer. Leicester. Pet March 26. Ord March 26.

ALLIN, PHILIP HENRY, Cambridge, Ironmonger. Cambridge. Pet March 25. Ord March 25.

ATKINSON, LAW, Leeds, Cloth Finisher. Leeds. Pet March 24. Ord March 24.

BARKER, HENRY, Gt Grimsby, Grocer. Gt Grimsby. Pet March 4. Ord March 26.

BROOKER, GEORGE FREDERICK, Torquay, Hair Dresser. Exeter. Pet March 25. Ord March 25.

BROWN, CHARLES, Beccles, Suffolk, Watchmaker. Gt Yarmouth. Pet March 25. Ord March 25.

CARRY, HENRY GEORGE, Yeovil, Builder. Yeovil. Pet March 26. Ord March 23.

CAREWINTER, GEORGE, Swansea, Boot Maker. Swansea. Pet March 26. Ord March 26.

CARWARDINE, JAMES, Plymouth, Beer Retailer. East Stonehouse. Pet March 25. Ord March 25.

CASS, JAMES, Bury, nr Bifouder, Bolton. Pet March 26. Ord March 26.

CROSBY, RODOLPHE, Portland ter, Regent's park, Florist. High Court. Pet March 26. Ord March 26.

DILLON, JAMES MOLLACRAE, Devonport, Commission Agent. East Stonehouse. Pet March 26. Ord March 26.

DYSON, THOMAS, Skelmersdale, Lancashire, Plumber. Liverpool. Pet March 24. Ord March 24.

EDGINGTON, JOHN, Wolverhampton, Grocer. Wolverhampton. Pet March 24. Ord March 24.

EVANS, WILLIAM JONES, Mountain Ash, Glamorganshire, Draper. Aberdare. Pet March 15. Ord March 26.

FOX, WALTER, Pudsey, Yorks, Printer. Bradford. Pet March 25. Ord March 25.

GARRETT, ROBERT THOMAS, Leamington, Warwickshire, Shop Fitter. Warwick. Pet March 26. Ord March 26.

GEE, ABRAHAM, Little Hinton, Wilts, Pig Dealer. Swindon. Pet March 24. Ord March 24.

GIBBS, EDWIN, Munsley, Herefordshire, Farmer. Worcester. Pet March 24. Ord March 25.

GREGORY, MARTHA, Hawarden, Flintshire, Innkeeper. Chester. Pet March 25. Ord March 25.

HALE, WILLIAM CUTMORE, Sheffield, Engraver. Sheffield. Pet March 24. Ord March 24.

HARDING, JOSEPH WILLIAM, Leds, Engineer. Leeds. Pet March 26. Ord March 26.

HENKINS, JEFFREY, Ayagath, Yorks, Farmer. Northallerton. Pet March 24. Ord March 24.
 HEWITT, THOMAS ISAAC, Great Yarmouth, Baker. Great Yarmouth. Pet March 24. Ord March 24.
 HOLDING, WILLIAM, Oswaldtwistle, Lancs, Painter. Blackburn. Pet March 25. Ord March 25.
 JACKSON, JOSEPH WAINWRIGHT, Sandal Magna, Yorks, Plumber. Wakefield. Pet March 25. Ord March 25.
 JOHNS, HENRY, Ryde, L.W., Foulterer. Newport and Ryde. Pet March 25. Ord March 25.
 JONES, WILLIAM STEWART, Bolton, Lancs, Watchmaker. Bolton. Pet March 25. Ord March 25.
 KEENEYRIDE, ROBERT, Gateshead, Insurance Agent. Newcastle on Tyne. Pet March 24. Ord March 24.
 KITCHEN, CHARLES, Cheltenham, Glass Dealer. Cheltenham. Pet March 25. Ord March 25.
 LAMB, SAMUEL, Heckington, Lincolnshire, Miller. Boston. Pet March 17. Ord March 25.
 MALEY, EDWARD BOSTOCK, ROBERT YOUNG, and ALFRED OLDFOW, King's rd, St Pancras, Organ Builders. High Court. Pet March 23. Ord March 24.
 MCGRAITH, THOMAS, Abergavenny, Mon., Tailor. Tredegar. Pet March 11. Ord March 25.
 MITCHELL, WILLIAM, jun., Britannia st, City rd, Cabinet Manufacturer. High Court. Pet March 4. Ord March 25.
 MOORE, JOSEPH, Beulah rd, Thornton Heath, Doctor. Croydon. Pet Feb 22. Ord March 25.
 MOTER, HARRY, Lower Marsh, Lambeth, Clothier. High Court. Pet March 24. Ord March 24.
 NEEP, THOMAS, Mison, Yorks, Farm Foreman. Sheffield. Pet March 24. Ord March 24.
 PARNELL, JOHN, Coventry, Grocer. Coventry. Pet March 24. Ord March 24.
 PORTER, GEORGE, Turner's Hill, Deptford, Auctioneer. Greenwich. Pet March 23. Ord March 25.
 PREST, CHARLES, Manchester, Accountant. Salford. Pet March 25. Ord March 25.
 RACE, GEORGE RICHARD, Leeds, Cloth Manufacturer. Leeds. Pet March 25. Ord March 25.
 RAYNESBOTT, HENSHALL, West Derby, nr Liverpool, Brewer. Liverpool. Pet March 24. Ord March 24.
 REVILL, THOMAS HALL, Sheffield, Auctioneer. Sheffield. Pet March 25. Ord March 25.
 ROBERTS, HENRY, Reddingle, Carnarvonshire, Farmer. Bangor. Pet March 25. Ord March 25.
 ROBERTS, RICHARD, Collyer st, Pentonville, Cowkeeper. High Court. Pet Feb 11. Ord March 24.
 SAUNDERS, ARTHUR MORRIS, Sunbury on Thames, Broker. Kingston, Surrey. Pet Feb 22. Ord March 25.
 SPILLER, JOHN, Taunton, Builder. Taunton. Pet March 23. Ord March 24.
 TODD, GEORGE, Leeds, Commission Agent. Leeds. Pet March 25. Ord March 25.
 WALTERS, DAVID, Kiffing, Carmarthenshire, Farmer. Pembroke Dock. Pet March 24. Ord March 24.
 WOLFORD, A. J., Sydney rd, Hornsey, Clerk. High Court. Pet March 4. Ord March 24.

The following amended notice is substituted for that published in the London Gazette of March 18.

ARCHER, HENRY BENNETT, Moss Side, Manchester, Turf Adviser. Salford. Pet Jan 23. Ord March 16.

The following amended notices are substituted for those published in the London Gazette of March 22.

BEVAN, LAMBERT LEE LOBAIN, Fenchurch st, Timber Merchant. High Court. Pet March 19. Ord March 19.

FREEMAN, HENRY CHARLES JOHN, Farnborough, Hampshire, no occupation. Guildford and Godalming. Pet March 18. Ord March 18.

PHILIP, GEORGE ROBERT, New Malden, Surrey, Clerk. Kingston, Surrey. Pet March 16. Ord March 16.

FIRST MEETINGS.

ALLIN, PHILIP HENRY, Cambridge, Ironmonger. April 15 at 2.45. Wellington Hotel, Leicester.

BEARDSLEY, JOHN, Langley Mill, Derby, Brick Manufacturer. April 5 at 12. Off Rec, 1, High pavement, Nottingham.

BOSTOFF, JOSEPH EYMOUTH, Boston, Lincoln, Auctioneer. April 7 at 12. Off Rec, 48, High st, Boston.

BOOTH, JAMES, St Grimsby, Tailor. April 6 at 12. Off Rec, 3, Haven st, Gt Grimsby.

BOSE, PHILIP, St Thomas rd, Hackney, Agent. April 5 at 12. 33, Carey st, Lincoln's inn.

BROOKEN, GEORGE FREDERICK, Torquay, Hair Dresser. April 7 at 10. Castle of Exeter, Exeter.

BROWN, CHARLES, Beccles, Suffolk, Watchmaker. April 9 at 12. Off Rec, 8, King st, Norwich.

CARPENTER, GEORGE, Swanson, Boot Maker. April 7 at 11. Off Rec, 4, Rutland st, Swanson.

CARWARDINE, JAMES, Plymouth, Beer Retailer. April 7 at 11. 15, Frankfort st, Plymouth.

CHAPMAN, ALFRED JOHN, and JOSEPH CHARLES CHAPMAN, Blucher st, Walworth, Stone Carvers. April 5 at 2.30. 33, Carey st, Lincoln's inn.

CLEMENTS, JOSEPH GEORGE, Camberwell rd, Zinc Worker. April 7 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

COGGIN, THOMAS, Viceroy rd, South Lambeth, Clerk of Rates. April 7 at 11. 33, Carey st, Lincoln's inn.

COLLYER, THOMAS ROBERT, Highbridge, Somerset, Watchmaker. April 6 at 2. George and Railway Hotel, Victoria st, Bristol.

COOMER, GORDON, St John's park, Blackheath, Lighterman. April 5 at 11. 33, Carey st, Lincoln's inn.

COOKES, CHARLES, Beighton, Derbyshire, Licensed Victualler. April 5 at 11.30. Off Rec, Fl three lane, Sheffield.

CROSS, RICHARD JOSEPH, Southsea, Colonel. April 15 at 2. 166, Queen st, Portsea.

DAVIES, DAVID, Carmarthen, Licensed Victualler. April 5 at 11. Off Rec, 11, Quay st, Carmarthen.

DEAN, ISAAH, Birmingham, Carpet Factor. April 12 at 11. Off Rec, Birmingham.

DEWITT, CHARLES, Marwood, Devon, Farmer. April 5 at 9. Sanders & Son, High st, Barnstaple.

DYSON, THOMAS, Skelmersdale, Lancashire, Plumber. April 6 at 3. Off Rec, 25, Victoria st, Liverpool.

ENSON, WILLIAM JOSEPH, and THOMAS STEPHEN THORPE, Wolverhampton, Galvanisers. April 6 at 4. Off Rec, Wolverhampton.

ESDAILE, EDWARD MARGARET, and ARTHUR WELLINGTON PRATT, Wenlock rd, Machine Sawyers. April 6 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

FOX, WALTER, Pudsey, Yorks, Printer. April 6 at 11. Off Rec, 31, Manor row, Bradford.

GEE, ABRAHAM, Little Hinton, Wilts, Pig Dealer. April 7 at 11.30. Henry C. Toombs, Off Rec, Swindon.

GIBBS, EDWIN, Munsley, Herefordshire, Farmer. April 15 at 11. Off Rec, Worcester.

GOULDIN, ROBERT, and JOHN HODY JAMES, Manchester, Calico Printers. April 6 at 11. Off Rec, Ogdens' chbrs, Bridge st, Manchester.

GRISTY, SAMUEL, Tarpoley Cheshire, Livery Stable Keeper. April 6 at 10.30. 189, Hospital st, Nantwich.

HAWTHORNE, JOHN BENJAMIN, Redditch, Worcestershire, Beehive Keeper. April 14 at 11. Off Rec, Birmingham.

HEWITT, THOMAS ISAAC, Great Yarmouth, Baker. April 9 at 12.30. Off Rec, 2, King st, Norwich.

HOLLIDAY, WILLIAM, Overton rd, Hammersmith, Cheesemongers' Assistant. April 6 at 2.30. 33, Carey st, Lincoln's inn.

HOLLINGWORTH, ISAAC, Dewsbury rd, Leeds, India Rubber Manufacturer. April 5 at 11. Off Rec, 22, Park row, Leeds.

JONES, WILLIAM STEWART, Bolton, Lancashire, Watchmaker. April 7 at 11. 17, Wood st, Bolton.

KEENEYRIDE, ROBERT, Gateshead, Insurance Agent. April 7 at 11. Off Rec, Pink lane, Newcastle on Tyne.

KINGFORD, CHARLES TOMSON, and ERNEST ALFRED RETNOLD, Catherine st, Seething lane, Produce Brokers. April 7 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

KIRKPATRICK, JAMES, Nottingham, Draper. April 5 at 11. Off Rec, 1, High pavement, Nottingham.

KNOX, ANDREW GABRIEL, Fenchurch avenue, Merchant. April 9 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

LACY, JAMES ALTHUS, Liverpool, Timber Merchant. April 15 at 2. Off Rec, 25, Victoria st, Liverpool.

LUND, GEORGE, and FREDERICK MORRIS BLOOMLEY, Pall Mall, Watchmakers. April 5 at 11. Bankruptcy bldg, Lincoln's inn.

MAKES, FREDERICK MOORE, and MONTAGUE MONTAGUE, Moorgate st, Lithographic Artists. April 6 at 2.30. Bankruptcy bldg, Lincoln's inn.

MARSH, WILLIAM ARTHUR, Childer Thornton, Cheshire, Agent. April 6 at 1.30. Off Rec, 48, High st, Nantwich.

MASON, WILLIAM, Grantham, Auctioneer. April 6 at 12. Off Rec, 1, High pavement, Nottingham.

McKAY, ROBERT, Wardour st, W, Licensed Victualler. April 7 at 11. Bankruptcy bldg, Lincoln's inn.

MOORE, SAMUEL VICTOR, Fulham rd, Gent. April 5 at 2.30. Bankruptcy bldg, Lincoln's inn.

O'NEILL, JOHN, Aldershot, Draper. April 5 at 11. 10 Room, 30 and 31, St Swithun's lane, Coventry.

PARNELL, JOHN, Coventry, Grocer. April 5 at 12. Off Rec, 17, Hertford st, Coventry.

PICK, DEMETER, Aldersgate st, Furrier. April 5 at 12. 33, Carey st, Lincoln's inn.

PREST, CHARLES, Manchester, Accountant. April 5 at 2. Off Rec, Ogdens' chbrs, Bridge st, Manchester.

RAVENSCROFT, HENSHALL, West Derby, nr Liverpool, Brewer. April 6 at Off Rec, 35, Victoria st, Liverpool.

RICHARDSON, JAMES RICHARD, Horton Priory, Kent, Farmer. April 5 at 2. Off Rec, 11, Bank st, Ashford.

ROOSES, GEORGE, Theobald's rd, Bootmaker. April 6 at 11. 25, Carey st, Lincoln's inn.

SIMPSON, ANDREW, Birkenhead, Paper Hanger. April 9 at 1. Off Rec, 48, Hamilton st, Birkenhead.

SEILER, JOHN, East Beach, Taunton, Builder. April 7 at 11.30. Off Rec, 2, Middle st, Taunton.

VINTOR, FRITZ, Fann st, Barbican, Straw Board Liner. April 6 at 2.30. Bankruptcy bldg, Lincoln's inn.

WALKER, JAMES, Fooksfield, Wilts, Clerk in Holy Orders. April 7 at 2. 100, Victoria st, Westminster.

WHITAKER, JOHN, Haslingdon, Lancs, Architect. April 7 at 2. Commercial Hotel, Haslingdon.

WHITAKER, JOHN WILLIAMSON, Manchester, Licensed Victualler. April 7 at 11. Off Rec, Ogdens' chbrs, Bridge st, Manchester.

WOOLLEY, SAMUEL, cur., Birmingham, Iron Merchant. April 7 at 3. Off Rec, Birmingham.

The following amended notice is substituted for that published in the London Gazette of March 22.

PARKES, WALTER, Newport, I.W., Grocer. April 7 at 2. Off Rec, Newport.

ADAMS, JOHN, Futnival's inn, Holborn. High Court. Pet Dec 18. Ord March 25.

ADAMS, WILLIAM O'BRIEN, residence unknown. High Court. Pet Feb 3. Ord March 25.

BAKER, HENRY, Great Grimsby, Grocer. Great Grimsby. Pet March 3. Ord March 30.

BARNES, WALTER, Chelmsford, Grocer. Chelmsford. Pet March 4. Ord March 30.

BEST, GEORGE HOLLINGS, Bath, Hotel Proprietor. Bath. Pet Feb 28. Ord March 30.

BROOKEN, GEORGE FREDERICK, Torquay, Hairdresser. Exeter. Pet March 21. Ord March 25.

BROWN, CHARLES, Mansfield, Nottinghamshire, Ale Merchant. Nottingham. Pet March 18. Ord March 24.

BROWN, CHARLES, Beccles, Suffolk, Watchmaker. Great Yarmouth. Pet March 20. Ord March 25.

BROWNING, MARK, Horsham, Sussex, Hay Dealer. Brighton. Pet March 21. Ord March 26.

CARWARDINE, JAMES, Plymouth, Beer Retailer. East Stonehouse. Pet March 24. Ord March 25.

CLARE, THOMAS GEORGE, Hampton Wick, Gent. Kingston, Surrey. Pet Jan 20. Ord March 24.

COATES, THOMAS, Hutton Wansley, Yorks, Farmer. York. Pet March 2. Ord March 24.

CUTTING, CHARLES, jun, Heaton Mersey, nr Manchester, Commission Agent. Manchester. Pet March 1. Ord March 25.

DAVIES, DAVID, Carmarthen, Licensed Victualler. Carmarthen. Pet March 22. Ord March 24.

DEBNEY, JOHN, Oldbury, Worcestershire, General Dealer. Oldbury. Pet March 19. Ord March 25.

DYSON, THOMAS, Skelmersdale, Lancashire, Plumber. Liverpool. Pet Feb 24. Ord March 25.

EVANS, THOMAS JOSEPH, Barmouth, Merionethshire, Contractor. Aberystwith. Pet March 19. Ord March 24.

EYRE, HARRITT, Reading, Milliner. Reading. Pet March 17. Ord March 24.

ETTON, THOMAS WYNN, address unknown, no occupation. High Court. Pet May 1. Ord March 25.

FOX, WALTER, Pudsey, Yorks, Printer. Bradford. Pet March 20. Ord March 25.

FRANKLIN, JAMES HENRY, Leicester, Hosiery Manufacturer. Leicester. Pet Feb 24. Ord March 24.

GILLINGHAM, WILLIAM GEORGE, Frinton, Essex, Builder. Colchester. Pet Feb 26. Ord March 24.

GREGORY, MARTHA, Hawarden, Flintshire, Innkeeper. Chester. Pet March 25. Ord March 26.

GRAFFITH, SAMUEL, Forth, Glamorganshire, Grocer. Pontypidd. Pet March 22. Ord March 24.

HALL, WILLIAM CUTHBERT, Sheffield, Engraver. Sheffield. Pet Mar 24. Ord Mar 24.

HENKINS, JEFFREY, Ayagath, Yorks, Farmer. Northallerton. Pet Mar 25. Ord Mar 24.

HEWITT, THOMAS ISAAC, Gt Yarmouth, Baker. Gt Yarmouth. Pet Mar 24. Ord Mar 25.

HELL, JOHN, Southwick, Staffs, Grocer. Oldbury. Pet Mar 19. Ord Mar 25.

HOLDING, WILLIAM, Oswaldtwistle, Lancs, Painter. Blackburn. Pet Mar 25. Ord Mar 25.

JACKSON, JOSEPH WAINWRIGHT, Sandal Magna, Yorks, Plumber. Wakefield. Pet Mar 23. Ord Mar 25.
 JONES, WILLIAM STEWART, Bolton, Lancs, Watchmaker. Bolton. Pet Mar 25. Ord Mar 25.
 JOYNER, ALFRED EMANUEL, Nottingham, Estate Agent. Nottingham. Pet Feb 18. Ord Mar 24.
 KEENELEYDE, ROBERT, Gateshead, Insurance Agent. Newcastle on Tyne. Pet Mar 24. Ord Mar 25.
 KENDALL, HENRY JOHN, Leamington, Fishmonger. Warwick. Pet Mar 19. Ord Mar 25.
 LAMB, SAMUEL, Heckington, Lincolnshire, Miller. Boston. Pet Mar 17. Ord Mar 25.
 LEBHAM, FRANCIS RAYNES, Scarborough, Watchmaker. Scarborough. Pet Mar 25.
 MALBY, EDWARD BOSTOCK, ROBERT YOUNG, and ALFRED OLDEROW, King's rd, St Pancras, Organ Builders. High Court. Pet March 23. Ord March 24.
 MASON, WILLIAM, Grantham, Lincolnshire, Auctioneer. Nottingham. Pet March 22. Ord March 26.
 NEEP, THOMAS, Mison, Yorks, Farm Foreman. Sheffield. Pet March 23. Ord March 24.
 PALFREYMAN, JOSEPH, Sheffield, Wheelwright. Chesterfield. Pet March 15. Ord March 25.
 PARKES, WALTER, Newport, I.W., Grocer. Newport and Ryde. Pet March 19. Ord March 23.
 REVELL, THOMAS HALL, Sheffield, Auctioneer. Sheffield. Pet March 24. Ord March 25.
 REYNOLDS, NATHAN SAMUEL EDMUND, Fareham, Hampshire, Printer. Portsmouth. Pet Feb 21. Ord March 14.
 SOUTHALL, HORATIO WILLIAM, Water Orton, Warwickshire, Wine Merchant. Birmingham. Pet Feb 16. Ord March 26.
 SPILLER JOHN, Taunton, Builder. Taunton. Pet March 22. Ord March 24.
 TAIT, JAMES, Ellison rd, Streatham common, no occupation. Wandsworth. Pet March 17. Ord March 24.

TAYLOR, JAMES, Bradford, House Decorator. Bradford. Pet March 21. Ord March 21.
 TODD, GEORGE, Leeds, Commission Agent. Leeds. Pet March 26. Ord March 28.
 TREW, ALFRED CUNDY, Ipswich, Builder. Ipswich. Pet Feb 24. Ord March 23.
 WALTERS, DAVID, Kiffing, Carmarthenshire, Farmer. Pembroke Dock. Pet March 24. Ord March 26.
 WEST, WILLIAM ORR, Mansfield, Nottinghamshire, Plumber. Nottingham. Pet March 11. Ord March 26.
 WHITAKER, JOHN WILLIAMSON, Manchester, Licensed Victualler. Manchester. Pet March 8. Ord March 25.
 WILLIAMS, GRIFFITH, Bethesda, Carnarvonshire, Grocer. Bangor. Pet March 21. Ord March 26.
 ADJUDICATION ANNULLED.
 HATHURST, JOHN PARKINSON, Hulme, Cheshire, Cloth Salesman. Stockport. Adjud Jan 19. Annual March 4.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s. 6d.; Country, 28s. 6d.; with the WEEKLY REPORTER, 53s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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The Funds in hand and Capital subscribed amount to upwards of £1,900,000 Sterling.

By express provision in the Company's Deed of Settlement, and by the Conditions of the Policies of the Company, the Capital and Funds of each Department are and always have been kept distinct, and under no circumstances can the Capital or Funds of one Department be applied to the payment of Losses or Expenses incurred in the other Department.

CHAIRMAN: JAMES CUDDON, Esq., of the Middle Temple, Barrister-at-Law.

DEPUTY-CHAIRMAN: C. PEMBERTON, Esq. (Lee & Pemberton), Solicitor, 44, Lincoln's Inn Fields.

Extract from the Report of the Directors for the year ended 30th November, 1886:—

In the Fire Department new Insurances were effected for an aggregate amount of £6,994,418, yielding in new Premiums the sum of £10,618 12s. 4d.

In the Life Department during the same period 252 Policies were effected, insuring £236,245, the new Premiums received thereon amounting to £8,085 19s., of which £1,298 16s. was paid away for re-assurance. Seventeen Proposals for insuring £21,150 were declined, and 46 Proposals for insuring £73,180 were uncompleted in the year.

Nine Life Annuities for £679 2s. 10d. were granted, the purchase-money for which was £5,742 7s. 8d. Sixteen Annuities for £999 10s. 6d. became void during the year by death.

The Claims under Life and Endowment Policies amounted to £46,519 3s. 6d., which amount, although in excess of the Claims for the year 1885, is below the expectation.

The total amount of losses by fire, paid and outstanding on 30th November, was £21,615 15s., being about 45 per cent. of the net Premiums received in the year.

The average rate of Interest realized on the assets of the Company (whether productive or unproductive) was £4 11s. 2d. per cent.

Liberal Settlement of Losses. Moderate Rates of Premium. Profits divided every five years in the Life Department. Life Policies, free from all Conditions and Restrictions, are granted at a slightly increased Premium. Policies of Insurance granted against the contingency of Issue at moderate rates of Premium. Claims under Life Policies payable immediately on proof of death and title. Loans are granted on Mortgage of Life Interests, Reversions, Leasehold Houses, &c. Reversions purchased. Prospectuses and every information may be obtained from

FRANK MCGEDY, Actuary and Secretary.

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